



## **Board of Public Works & Safety and Stormwater Board**

Regular Meeting Agenda

**4:00 p.m., March 14, 2024**

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 Gina Leichty**

**Approval of Minutes: March 7, 2024**

**Approval of Agenda**

**1) Police request:** Approve the retirement of Officer Michael A. Miller #107, effective March 22, 2024

**2) Police/Legal departments requests:** Approve Conditional Offers of Employment for: (1) Quinten Allen Bland, (2) Darrick Leighton Braun, (3) Aaron James Dolph, (4) Preston Ryan Lancour, (5) Luis Alberto Lopez, (6) Logan Jacob Wenger and (7) Rodger Dale Wigent

**3) Organization request:** Approve Resolution 2024-06, *Interlocal Agreement with the County of Elkhart for Animal Control Services*

**4) Legal Department request:** Approve Resolution 2024-11, *Approving Certain Revised City of Goshen Police Department Policies and Repealing Various Policies*, effective March 21, 2024

**5) Legal Department request:** Approve Resolution 2024-12, *Declaring Surplus and Authorizing the Disposal of Brass Meters*

**6) Legal Department request:** Approve the Agreement with Cripe Design LLC for the study of a potential use and renovation of the City Police/Courts Building, the Goshen Chamber of Commerce building, the Goshen News building located on 5th Street, and City Hall

**7) Legal Department request:** Award the contract to PVS Technologies, Inc. as the lowest responsive and responsible quoter and authorize the issuance of a purchase order for the purchase of Ferric Chloride at a cost of \$1.53 per lb Fe. for the 2024 calendar year



**8) Legal Department request:** Award the contract to Rowell Chemical Corp. as the lowest responsive and responsible quoter and authorize the issuance of a purchase order for the purchase of Sodium Hypochlorite at a cost of \$1.79 per gal. for the 2024 calendar year

**9) Legal Department request:** Approve the terms and conditions and authorize Mayor Leichy to execute the Contract for City of Goshen Lawn Services with Colin Avila d/b/a Yardshark on behalf of the City of Goshen and the Goshen Board of Public Works and Safety

**10) Engineering Department request:** Approve the extension of the closure of Douglas Street, west of 10th Street, until Sept. 30, 2024

### **Privilege of the Floor**

### **Approval of Civil City and Utility Claims**

### ***Adjournment***



## BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

### MINUTES OF THE MARCH 7, 2024 REGULAR MEETING

*Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

**Present:** Mayor Gina Leichty, Mike Landis, Orv Myers, Mary Nichols and Barb Swartley

**Absent:**

**CALL TO ORDER:** Mayor Gina Leichty called the meeting to order at 4:00 p.m.

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the Feb. 29, 2024, Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board Member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board Member Barb Swartley. Motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer. Board member Nichols moved to accept the agenda as presented. Board member Swartley seconded the motion. The motion passed 5-0.

**1) Legal Department request: Approve and authorize Mayor Leichty to execute the Agreement with Cripe Design LLC for the design development phase of the City Annex Building at a cost of \$132,142.50**  
City Attorney Bodie Stegelmann told the Board that the City wants to enter into an agreement with Cripe Design LLC for the design development phase for the Goshen Annex renovations project. Cripe Design LLC will be compensated \$132,142.50 for the scope of work under this agreement.

Stegelmann requested that the Board approve and authorize Mayor Leichty to execute, this agreement with Cripe Design LLC at a cost of \$132,142.50.

Mayor Leichty said that this agreement had been in discussion since 2021, and this agreement moves the process into the preliminary design phase.

Nichols/Swartley made a motion to approve and authorize Mayor Leichty to execute the agreement with Cripe Design LLC for the design development phase of the City Annex Building at a cost of \$132,142.50. The motion passed 5-0.

**2) Legal Department request: Pass Resolution 2024-09, Authorizing the special purchase of a 2024 Precept Class A Motorhome 36A by Jayco, Inc to be used as the City's portable command center for \$99,191**

City Attorney Bodie Stegelmann summarized Resolution 2024-09, which would authorize the special purchase of a Jayco Command Vehicle. He said that a similar unit would cost close to \$180,000 while Jayco is offering the City substantial savings of \$80,608.02.

**According to Resolution 2024-09:**

- Indiana Code § 5-22-10-5 allows the City to make a special purchase without soliciting bids or proposals when there exists a unique opportunity to obtain equipment at a substantial savings to the Goshen Board of Public Works and Safety;
- The City was offered a 2024 Precept Class A Motorhome 36A by Jayco, Inc to be used as the City's portable command center at the cost of \$99,191.00, which is at a discounted savings of \$80,608.02;
- The total invoice price for a 2024 Precept Class A Motorhome 36A from Jayco, Inc. would cost \$179,799.01;
- City staff has researched costs of similar units and has been able to verify that the discounted price Jayco, Inc. is offering to the City to purchase this unit is at a substantial savings;
- Price of \$209,243.00;



- The 2024 Precept Class A Motorhome 36A is in its final stages of completion by the manufacturer's quality control team and the unit is almost ready for delivery.

**Mayor Leichthy** said that this motor home, in addition to first responders, would be available to utilities teams for coordinating responses in inclement weather, disasters and emergencies.

**Board member Landis** asked about the equipment in the vehicle available to first responders and utilities workers.

**Fleet Manager Carl Gaines** said it includes computer workstations, work desks, a conference room, emergency lighting, and communications equipment. The vehicle was also designed to keep people warm in inclement weather.

**Mayor Leichthy** said that the advantage to this vehicle is the ability for various department to collaborate in an emergency. It is a mobile office on an RV chassis.

**Nichols/Swartley made a motion to pass and adopt Resolution 2024-09, Authorizing the special purchase of a 2024 Precept Class A Motorhome 36A by Jayco, Inc to be used as the City's portable command center at the cost of \$99,191** Before voting, **Mayor Leichthy** thanked Jayco for its generous contribution and that the City will hold a ribbon-cutting for the vehicle once it is completed. **The motion passed 5-0.**

### **3) Legal Department request: Approve and authorize Mayor Leichthy to execute the agreement with American Legal Publishing, LLC for codification and hosting on its website of the City Code and the City's Zoning and Subdivision Ordinances**

**City Attorney Bodie Stegelmann** recommended that the Board approve and authorize Mayor Leichthy to execute the agreement with American Legal Publishing, LLC for the codification and hosting on its website of the Goshen City Code and the City's Zoning and Subdivision Ordinances.

**Stegelmann** said for codification services, American Legal Publishing, LLC will be paid \$9,600.00 for the City Code and \$7,800.00 for the Zoning and Subdivision Ordinances. American Legal Publishing, LLC will be paid \$895.00 for establishing an online version of the code and the first year of hosting the Code on its website; \$495.00 per year after the first year; and a per page charge for revisions based on the volume of pages revised.

**Mayor Leichthy** said that she is very excited about this initiative because City employees and the public will have a searchable document that is up-to-date at all times. It will be helpful for the public to see if we are to hold them accountable for these laws.

**Board member Landis** said that he prefers to look things up on the City website when he's trying to get information at 9:00 at night, a time when he does not want to text any City employees to find his answers.

**Stegelmann** said that the last time the City's code was codified was in 2016. Once it is updated, he said City staff will need to keep up with the ordinances.

**Nichols/Swartley made a motion to approve and authorize Mayor Leichthy to execute the agreement with American Legal Publishing, LLC for codification and hosting on its website of the City Code and the City's Zoning and Subdivision Ordinances.**

**Common Council Member Linda Gerber** thanked the Legal Department for moving forward with this project and asked if there will be a public training session on how to use this system once it is rolled out. **Mayor Leichthy** said that she will provide web links so **Councilor Gerber** can see what other communities have done. She said the site is user friendly and can be searched with keywords. The site will be referenced on the City's website.

**The motion passed 5-0.**

### **4) Legal Department request: Pass Resolution 2024-10, the Special Purchase of Road Salt as part of the State of Indiana's 2024-2025 road salt bid**

**City Attorney Bodie Stegelmann** told the Board that for several years, the City of Goshen has participated in the State of Indiana's Road Salt Program. The State is developing the 2024-2025 road salt bid, and political subdivisions that wish to participate in the program must provide the State the tonnage of road salt that it will commit to purchase.





**Stegelmann** said Resolution 2024-10 would authorize the City to make a special purchase by participating in the State's program and authorizes the City to request 1,400 tons of road salt thereby committing to purchase a minimum of 1,120 tons and up to 1,680 tons. After the State goes through the bidding process, the City will be notified who the contract is awarded to and the contract pricing. The agreement is to commit to volume, not a price.

**Nichols/Swartley moved to adopt Resolution 2024-10, Special Purchase of Road Salt. Motion passed 5-0.**

**5) Engineering Department request: Approve NIPSCO's request to perform daytime road closures on West Pike Street, between Kansas Drive and Nebraska Drive, starting March 9 and extending through March 23 for reconstruction of electric utility service**

**City Director of Public Works & Utilities Dustin Sailor** said that the City received a couple of small changes in the morning regarding which roads the closure extends to. NIPSCO has requested permission to close West Pike Street, between Riverside Boulevard and Pike Street, to reconstruct its electric utility service.

He said closures are anticipated to start March 9 and continue through March 23, 2024 during which time the lighting circuit will not be in operation. The daytime closures will occur between 8 a.m. and 5 p.m.

**Nichols/Swartley made a motion to approve NIPSCO's request to perform daytime road closures on West Pike Street, between Riverside Boulevard and Pike Street, starting March 9 and extending through March 23, 2024. Motion passed 5-0.**

**6) Engineering Department request: Approve Niblock Excavating's request to close the intersection of 10th Street and Douglas Street, from March 8, 2024 until April 5, 2024, to complete the underground storm system for the 10th Street Reconstruction project**

**City Director of Public Works & Utilities Dustin Sailor** said Niblock Excavating has requested permission to close the intersection at 10th Street and Douglas Street, starting on Friday, March 8, 2024 until Friday, April 5, 2024.

**Sailor** said Niblock is requesting this closure to complete the underground storm system for the Tenth Street Reconstruction project. All appropriate traffic control devices will be utilized. He said it is expected that the intersection will remain closed when Niblock Excavating closes 10th Street for construction, starting in April.

**Nichols/Swartley made a motion to approve the closure of the intersection at 10th Street and Douglas Street from March 8, 2024 until April 5, 2024. The motion passed 5-0.**

**7) Engineering Department request: Approve and authorize the Board to execute the Agreement with Greencroft Goshen Inc for the completion of the project at 2082 Whispering Pines Court**

**City Director of Public Works & Utilities Dustin Sailor** said the Stormwater Department was requesting the approval of an Agreement for the Completion of Construction for the home at 2082 Whispering Pines Court. The home has passed its final building inspection and the project is substantially complete except for 8,000 square feet of stabilization and the planting of a tree. These final requirements cannot be completed now due to weather conditions.

**Sailor** said the property owner Greencroft Goshen has agreed to complete all exterior work by June 15, 2024. The expected cost of work is \$2,665 and a surety check in that amount has been remitted to the Clerk-Treasurer's Office.

**Nichols/Swartley made a motion to approve and authorize the Board to execute the agreement with Greencroft Goshen Inc for the Completion of the project at 2082 Whispering Pines Ct. Motion passed 5-0.**

**8) Engineering Department request: Approve and authorize the Board to execute the Agreement with Greencroft Goshen Inc for the completion of the project at 2121 Whispering Pines Court**

**City Director of Public Works & Utilities Dustin Sailor** said the Stormwater Department was requesting the approval of an Agreement for the Completion of Construction for the home at 2121 Whispering Pines Court.



The home has passed its final building inspection and the project is substantially complete except for 8,000 square feet of stabilization and the planting of a tree. The final requirements cannot be completed now due to the weather. **Sailor** said the property owner Greencroft Goshen has agreed to complete all exterior work by June 15, 2024. The expected cost of work is \$2,665 and a surety check in that amount has been remitted to the Clerk-Treasurer's Office. **Nichols/Swartley made a motion to approve and authorize the Board to execute the Agreement with Greencroft Goshen Inc for the Completion of the project at 2121 Whispering Pines Ct. Motion passed 5-0.**

**Privilege of the Floor (opportunity for public comment for matters not on the agenda):**

**Mayor Leichty opened Privilege of the Floor at 4:18 p.m.**

**City Fire Chief Dan Sink** told the Board that the **annual statewide test of communications systems will be Tuesday, March 12, 2024 at 10:15 a.m.**

As background, the annual statewide tornado siren test is part of Severe Weather Preparedness Week as declared by Gov. Holcomb. The test will be delayed to March 13 if weather conditions warrant a delay. The week is a collaboration of many agencies, including the Indiana State Police, the Department of Homeland Security and the National Weather Service. Officials also were calling public attention to the growing problem of severe flooding.

**Director of Public Works Dustin Sailor** said that he was anticipating the presence of someone from NIPSCO to discuss traffic modifications they were making on Wilden Avenue without prior approval. Because nobody appeared from NIPSCO, **Sailor** requested a stop order from the Board of Works.

**Landis** asked about Indiana Avenue near the Junior High School where NIPSCO has flaggers. **Sailor** said that he was not aware of these flaggers.

**Mayor Leichty** said that she would support a stop order because NIPSCO should know the protocol and a stop order would send a reminder to NIPSCO. **Stegelmann** said that the Engineering Department is authorized to send stop orders without a vote, **Sailor** said that he is still required to follow up with Board of Works after issuing the order.

**Leichty/Landis made a motion to authorize Sailor to issue a stop work order to NIPSCO for non-compliance with Board protocol. Motion passed 5-0.**

**There were no further comments, so Mayor Leichty closed the public comment period at 4:20 p.m.**

**At 4:20 p.m. Mayor Leichty recessed the Board of Public Works and Safety meeting and opened a public hearing to review the order of the City of Goshen Building Commissioner for one Goshen property.**

**CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARING**

**4:00 p.m., March 7, 2024**

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

**9) Review of the Order of the City of Goshen Building Commissioner for 412 North 7th Street (Super Smash Brothers, LLC and Scott & Cynthia Rugg, property owner)**



**At 4:20 p.m., Mayor Leichty convened a hearing to review the Order of the City of Goshen Building Commissioner for 412 North 7th Street (Super Smash Brothers, LLC and Scott & Cynthia Rugg, property owner).**

**BACKGROUND:**

In a memorandum to the Board of Works dated March 4, 2024, **Assistant City Attorney Don Shuler** wrote that an unsafe building review hearing by the Board was scheduled for the property located at 412 North Seventh Street, on March 7, 2024. Attached was the Order of the City of Goshen Building Commissioner and the Certificate of Service establishing service of the Order and the March 7 scheduled hearing.

**Shuler** wrote that the Board needed to conduct the hearing by receiving evidence and arguments from the Building Department, the property owner, and any other individual who wished to speak about the property. After receiving the evidence, the Board needed to determine if it would affirm, rescind, or modify the Building Commissioner's order, both as to the finding of code violations that make the building unsafe, and as to the required action to take.

**Shuler** attached a form of the Record of Action and Continuous Enforcement Order that the Board would issue following the hearing and that could be used as a guide in conducting the hearing.

**On Jan. 30, 2024, through a written order, City Building Commissioner Myron Grise notified Super Smash Brothers, LLC, Unifund CCR, LLC and Scott Allan Rugg and Cynthia Kay Rugg, the owners of 412 N. 7<sup>th</sup> St., that this property was in violation of the Goshen City Code.**

**Grise** reported that the City Building Department inspected the subject real estate and the vacant residential structure Oct. 18, 2023 and violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. And there have been "no significant improvements to the vacant residential structure at the real estate."

**Grise reported that the following 12 violations of Goshen City Code Section 6, Title 3 were cited by the City Building Department inspector and have not been satisfactorily repaired or remedied:**

1. The concrete steps leading to the basement at the residential structure are breaking, making them unsafe, a violation of Section 6.3.1. IU).
2. The heating and mechanical system at the residential structure is inoperable, a violation of Section 6.3.1. I(a). The duct system is not properly connected and is severely rusted and damaged. There is no active gas meter.
3. The plumbing system at the residential structure is inoperable, a violation of Section 6.3.1. I(a). There is no active water usage.
4. The residential structure's foundation has not been kept in good repair, a violation of Section 6.3.1.I(b). The foundation has cracked and holes, and an area of the foundation in the rear of the structure has been removed.
5. The residential structure's floors have not been kept in good repair, a violation of Section 6.3.1. I(b). The floor in the rear of the structure has a large hole and is not properly supported and therefore in danger of collapse.
6. The residential structure's ceilings have not been kept in good repair, a violation of Section 6.3.1. I(b). Areas of the ceiling have collapsed; other areas show signs of water damage, is sagging, and therefore in danger of collapse.
7. The residential structure's roof has not been kept in good repair and is not weather proof, a violation of Sections 6.3.1.I(b) and (c). The flat roof assembly at the rear of the structure is significantly water damaged and in danger of collapsing.
8. The residential structure's electrical system is inoperable, a violation of Section 6.3.1.I(a). There is exposed wiring throughout the structure, no electric meter, and evidence of tampering with exterior overhead wires.
9. An exterior door has been removed, there are multiple broken windows, and there is rotted window and door trim, all of which are violations of Section 6.3.1.I(d).
10. A large portion of the residential structure has missing siding and other areas are damaged siding, a violation of Section 6.3.1.I(bb).



11. The residential structure is not secured, a violation of Section 6.3.1.(f). There is evidence of the structure being occupied by a squatter; the structure is full of trash, food, and furniture.

12. The residential structure has deteriorated due to neglect so that it is in danger of collapsing, a violation of Section 6.3.1.(r). Approximately 10 to 15 feet of foundation has been removed in the rear of the structure; a load bearing beam in the basement is not properly supported and has begun to sag; walls are starting to detach from the ceiling; the floor in the rear of the structure is in danger of collapse; and the roof assembly in the rear of the property has failed, which has caused the ceiling to start collapsing.

**Grise wrote that these violations had made the premises at 412 N. 7th St. unsafe within the meaning of Indiana Code § 36-7-9-4(a) (1), (2), (4), (5), and (6).**

**Grise further** wrote that “the removed and failing foundation, sagging walls, floors, ceilings, and roof demonstrate the structure is in an impaired structural condition making it unsafe. The dilapidated nature of the residential structure, its deterioration due to neglect, the damaged mechanical and electrical systems, and its unsecured nature makes it a fire hazard. The unsecured nature of the residential structure, which has attracted a squatter as shown by the presence of food, trash, and furniture, makes it a public nuisance. The residential structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning the failing foundation, sagging roof, floors, and ceilings, and inoperable plumbing, electrical, and mechanical systems. The residential structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

“The leaking roof, collapsing floors, the fact that the walls are detaching from the ceiling, combined with holes in the foundation and parts of the foundation having been removed, and the sagging occurring to at least one load bearing beam, the result of deterioration due to neglect, makes the condition of the residential structure warranting of removal. In its present condition, the residential structure is unfit for human habitation, occupancy, or use, and the conditions exist to the extent that life, health, property, and safety of the public is threatened. The residential structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.”

**Grise ordered the property owners to either substantially repair the unsafe buildings or to demolish them and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work, either substantial repairs or demolition, to be completed on or before March 31, 2024. Grise further notified the property owners that a hearing would be held before the Board of Public Works and Safety on March 7, 2024 for the purpose of reviewing the Order of the City of Goshen Building Commissioner.** They owners also were advised that he had the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses and present arguments.

**Before the March 7, 2024 hearing began, City Building Inspector Travis Eash** distributed to Board members a memorandum and report, dated March 7, 2024, about 412 North 7th Street. The 17-page packet included an October 20, 2023 report and photos by Eash based on an October 18, 2023 inspection of the property (**EXHIBIT #1**). The memorandum and report were presented during consideration of agenda item #9.

#### **DISCUSSION AND OUTCOME OF HEARING ON MARCH 7, 2024:**

**Assistant City Attorney Don Shuler** provided the background of the property at 412 North 7th Street and referenced the March 7, 2024 memo from **Eash**, saying that the order requested the building be demolished or substantially repaired within a certain period of time. He said the Board needed to conduct the hearing where it will hear evidence from the inspector and property owner. He said after receiving evidence, the Board should determine whether to find the property unsafe, modify, affirm or rescind the action.



Shuler said City Building Inspector Travis Eash would outline the City's position.

**Mayor Leichty swore in City Building Inspector Travis Eash to give lawful and truthful testimony.**

**Reading from his March 7, 2024 memo to the Board, Eash said** that the "initial inspection of the property at 412 N 7<sup>th</sup> Street was conducted on October 18, 2023. My photos and violation report from that inspection are attached."

**Eash** continued, "There was an ownership change around the same time as my initial inspection, so our office extended the time frame by 60 days for the new owners to address the violations in the report. There has been progress made with the heating system, electrical system, clean up and foundation work.

"Items that have been neglected and make the property unsafe are the plumbing system is not functional. The floors and ceilings are in poor condition. Also, there are still multiple doors and windows broken or not working properly and rotted trim around windows. The roof appears to have been replaced without a permit pulled or inspection.

"The stairs installed in the rear of the property do not have a proper landing and are not installed properly. A remodel permit was pulled, along with an electrical permit. A mechanical permit was pulled only after putting a stop work order on the job for doing that work without a proper permit."

**Eash** concluded, "The Building Department requests the property be declared unsafe and ordered to be demolished, or all repairs completed within 60 days.

**Mayor Leichty** asked if there are people living in the home, **Eash** said that a relative of the old owner was squatting in the house before the new owners purchased the house. The prior owner had "straight-piped" the water line, and the house was a mess.

**Leichty** asked about the owner's intention with the house, **Eash** said that he doesn't want to speak for the current owners. He said that in conversation with the owners, they intended to clean it up and quickly sell it. Once they found out about the report, they still considered repairing the house but were unhappy about the requirement to disclose the house upon sale.

**Eash** mentioned that the the property owner was not present in the hearing.

**Board member Landis** asked about the ownership change. **Eash** said that Smash Brothers purchased the house without understanding the property's condition. Their intention was to buy it, clean up the exterior and sell it without assessing the internals.

**Mayor Leichty** said that it appears necessary to maintain this order to assure that the repairs are completed. **Eash** said that they did some work but don't seem motivated to finish their work. **Landis** said that he's seen Smash Brothers work, which usually involves cosmetic changes but not a lot of deep work as this house needs.

**Eash** said that he did not address the missing siding in his report or that the foundation under the rear porch was almost nonexistent. The owners correctly installed a new porch foundation, the back door is not up to code and missing a railing. He believes the owners are aware of what needs to be done to the property because they got notice and signed for the reports.

**Board member Myers** said that it appears the Building Department has given the new owners a chance to complete their work but they also appear in over their heads with the property. It will turn into a bigger problem the longer they wait. **Eash** said that someone could still purchase and rehab the property, but the order would need to be disclosed to the new owner.

**Board member Swartley** asked what happens to the improvements if the building is demolished, **Eash** said that the owner can remove or have removed any object or fixture from the building at their own discretion.

**Landis/Swartley made a motion to uphold the recommendation of the Building Commissioner order for the property at 412 North 7<sup>th</sup> Street to be demolished or all repairs completed within 60 days. Motion passed 5-0.**





At 4:34 p.m. Mayor Leichty closed the public hearing and re-opened Privilege of the Floor.

**West Wilden Avenue lane restrictions, between Beaver Lane and North Greene Road, March 11 to May 31**

**Phil Babin, a representative of NIPSCO**, requested a traffic modification on an arterial street.

**Babin** explained that NIPSCO is building a substation at 1915 Hemlock Court, adding new transmission and distribution lines on West Wilden Avenue, and wished to speak about traffic control in this project. Traffic control will use TCS with a single-lane closure on the North side of the road. The north lane will be restricted when NIPSCO is extending lines to install new poles with transmission overbuild and distribution lines. The project will run through the end of May, and TCS will use flaggers at entry points and cones.

**Babin** said that lane restrictions on West Wilden will occur between Beaver Lane and North Greene Road.

**Board member Landis** said that the Beaver Lane intersection is really busy and that he wants to confirm that there is “stacking ability” for traffic headed west and that no traffic will be stopped on the railroad tracks. **Babin** said that the restrictions will go all the way to Beaver Lane and that northbound traffic may be problematic, so NIPSCO will submit a plan to resolve this issue.

**Mayor Leichty** asked if NIPSCO is aware of the need for submitting plans to the Board of Works and **Babin** said that they are. **Mayor Leichty** continued, saying that the Board has repeatedly seen NIPSCO violate this requirement and start work without proper permits. **Babin** said that he will make sure others at NIPSCO are aware of this requirement and do a better job.

**Board member Landis** said that earlier in the meeting he commented on flaggers on Indiana Avenue stopping traffic and the Board has no idea what they’re doing.

**Director of Public Works Dustin Sailor** said that the motion will need to include the pedestrian path along Wilden Avenue that NIPSCO will work beside and over.

**Babin** stated that the work will begin March 11, 2024 and continue through May 31, 2024. During that time, lane restrictions will occur only from 8 a.m. to 4 p.m. He said the work will not be consecutive and lanes will only be restricted on the days work occurs at the location.

**Nichols/Swartley** made a motion to approve NIPSCO’s request for lane restrictions on West Wilden Avenue between Beaver Lane and North Greene Road beginning March 11 through May 31, which will also include the closure on the pedestrian path. The motion passed 5-0.

**Approval of Civil City and Utility Claims**

As all matters before the Board of Public Works & Safety were concluded, Mayor Leichty/Board member Swartley moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 5-0.

**Adjournment**

Mayor Leichty adjourned the Board of Works meeting at 4:43 p.m.

**EXHIBIT #1: A memorandum and report by City Building Inspector Travis Eash, distributed to Board members and dated March 7, 2024, on the property at 412 North 7thth Street. The 17-page packet included an October 20, 2023 report and photos by Eash based on an October 18, 2023 inspection of the property. The report was submitted during and for consideration of agenda item #9.**





**APPROVED:**

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**Mayor Gina Leichty**

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**Mike Landis, Member**

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**Orv Myers, Member**

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**Mary Nichols, Member**

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**Barb Swartley, Member**

**ATTEST:**

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**Jeffery Weaver, City of Goshen Deputy Clerk-Treasurer**



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Gina Leichty  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley  
Member Orv Myers

Date: March 14<sup>th</sup>, 2024

From: Jose' Miller, Chief of Police

Reference: The Retirement of Officer Michael A. #107

I am requesting that the Board of Public Works and Safety **approve the retirement of Officer Michael A. Miller #107 effective March 22<sup>nd</sup>, 2024.** His last day on the books working will be March 21<sup>st</sup>, 2024. Officer Miller submitted his retirement letter after many years of service. Officer Miller started his full-time career at the Goshen Police Department on September 20<sup>th</sup> 1991 giving this community thirty-two and one half (32 ½) years of service.

Officer Miller worked most of those years on the afternoon and midnight shifts. He has been a Field Training Officer, Sergeant, Lieutenant and Captain on patrol and served on the Emergency Response Team. Officer Miller has a great deal of knowledge and experience that will truly be missed. He has a calming demeanor and was an excellent mentor to many younger officers throughout their careers.

I would like to thank Officer Miller for his service and commitment to this department and our community. I wish him the absolute best in his retirement and any future endeavors.

Respectfully,

Jose' Miller #116

Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**

Chief,

I have been with the Department now for 32 ½ years. As you know I got into the drop 2 years ago and it is now time for me to hang up the gun belt. Please accept this as my official retirement letter. My final day will be March 21<sup>st</sup> 2024.

Sincerely,

Mike

A handwritten signature in cursive script that reads "Michael A. Miller". The signature is written in dark ink and is positioned below the typed name "Mike".



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

March 14, 2024

To: Goshen Board of Public Works and Safety  
From: Shannon Marks, Legal Compliance Administrator  
Subject: Goshen Police Department Conditional Offers of Employment

On behalf of the Police Department, it is recommended that the Board extend conditional offers of employment to the individuals below, as well as approve each attached Conditional Offer of Employment Agreement and authorize the Mayor to execute each agreement on behalf of the City and the Board:

- (1) Quinten Allen Bland
- (2) Darrick Leighton Braun
- (3) Aaron James Dolph
- (4) Preston Ryan Lancour
- (5) Luis Alberto Lopez
- (6) Logan Jacob Wenger
- (7) Rodger Dale Wigent

Each agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Police Department as a probationary patrol officer which includes first being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. If approved, the Police Department will request the Board to confirm the offer of employment. Once employed, each will be required to successfully complete all training requirements, including complete the Tier I basic training requirements and obtain certification with the Indiana Law Enforcement Training Board.

(Continued on next page)



## CITY OF GOSHEN LEGAL DEPARTMENT

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### Suggested motions:

- (1) Move to extend a conditional offer of employment to Quinten Allen Bland as a probationary patrol officer, approve the Conditional Offer of Employment Agreement with Quinten Allen Bland, and authorize the Mayor to execute the agreement.
- (2) Move to extend a conditional offer of employment to Darrick Leighton Braun as a probationary patrol officer, approve the Conditional Offer of Employment Agreement with Darrick Leighton Braun, and authorize the Mayor to execute the agreement.
- (3) Move to extend a conditional offer of employment to Aaron James Dolph as a probationary patrol officer, approve the Conditional Offer of Employment Agreement with Aaron James Dolph, and authorize the Mayor to execute the agreement.
- (4) Move to extend a conditional offer of employment to Preston Ryan Lancour as a probationary patrol officer, approve the Conditional Offer of Employment Agreement with Preston Ryan Lancour, and authorize the Mayor to execute the agreement.
- (5) Move to extend a conditional offer of employment to Luis Alberto Lopez as a probationary patrol officer, approve the Conditional Offer of Employment Agreement with Luis Alberto Lopez, and authorize the Mayor to execute the agreement.
- (6) Move to extend a conditional offer of employment to Logan Jacob Wenger as a probationary patrol officer, approve the Conditional Offer of Employment Agreement with Logan Jacob Wenger, and authorize the Mayor to execute the agreement.
- (7) Move to extend a conditional offer of employment to Rodger Dale Wigent as a probationary patrol officer, approve the Conditional Offer of Employment Agreement with Rodger Dale Wigent, and authorize the Mayor to execute the agreement.

**GOSHEN POLICE DEPARTMENT  
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2024, which is the date of the last signature set forth below, by and between **Quinten Allen Bland** ("Bland") and **City of Goshen, 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, City and Bland agree as follows:

**CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT**

City conditionally offers Bland employment as a probationary patrol officer of the Goshen Police Department. Bland accepts City's conditional offer of employment. City does not have a current position available in the Goshen Police Department. City and Bland understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen Police Department rank and file must exist. Bland understands that currently no vacancy exists in the rank and file of the Police Department. Although the Goshen Police Department is initiating the pension physical and psychological testing, Bland understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of police officers.
- (2) Bland agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Bland understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Bland to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Bland's expense. If additional reports and/or testing are required, Bland may elect to terminate this agreement.
- (4) InPRS will determine whether Bland has any Class 3 excludable conditions. Bland understands that if InPRS finds that Bland has any Class 3 excludable conditions, Bland will be prevented from receiving certain Class 3 impairment benefits for a certain period



of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Bland's employment if the disability is related to the Class 3 excludable condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Bland understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund. City will confirm its offer of employment to Bland if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen Police Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Bland accepts City's withdrawal and this agreement shall be terminated.

#### **AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS**

- (1) As a condition of employment with City and Goshen Police Department, Bland is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Bland agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Bland's first day of employment with Goshen Police Department.
- (2) As a further condition of employment, City and Goshen Police Department shall require and Bland agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Bland agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Bland will be paid for the time Bland spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Bland fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Bland's first day of employment with Goshen Police Department, Bland's employment with City and Goshen Police Department shall terminate.

#### **AMENDMENT**

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

**SEVERABILITY**

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

**INDIANA LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

**BINDING EFFECT**

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

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

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Quinten Allen Bland

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**GOSHEN POLICE DEPARTMENT  
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2024, which is the date of the last signature set forth below, by and between **Darrick Leighton Braun** ("Braun") and **City of Goshen, 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, City and Braun agree as follows:

**CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT**

City conditionally offers Braun employment as a probationary patrol officer of the Goshen Police Department. Braun accepts City's conditional offer of employment. City does not have a current position available in the Goshen Police Department. City and Braun understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen Police Department rank and file must exist. Braun understands that currently no vacancy exists in the rank and file of the Police Department. Although the Goshen Police Department is initiating the pension physical and psychological testing, Braun understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of police officers.
- (2) Braun agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Braun understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Braun to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Braun's expense. If additional reports and/or testing are required, Braun may elect to terminate this agreement.
- (4) InPRS will determine whether Braun has any Class 3 excludable conditions. Braun understands that if InPRS finds that Braun has any Class 3 excludable conditions, Braun will be prevented from receiving certain Class 3 impairment benefits for a certain period

of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Braun's employment if the disability is related to the Class 3 excludable condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Braun understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund. City will confirm its offer of employment to Braun if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen Police Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Braun accepts City's withdrawal and this agreement shall be terminated.

#### **AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS**

- (1) As a condition of employment with City and Goshen Police Department, Braun is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Braun agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Braun's first day of employment with Goshen Police Department.
- (2) As a further condition of employment, City and Goshen Police Department shall require and Braun agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Braun agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Braun will be paid for the time Braun spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Braun fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Braun's first day of employment with Goshen Police Department, Braun's employment with City and Goshen Police Department shall terminate.

#### **AMENDMENT**

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

**SEVERABILITY**

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

**INDIANA LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

**BINDING EFFECT**

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

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

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Darrick Leighton Braun

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**GOSHEN POLICE DEPARTMENT  
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2024, which is the date of the last signature set forth below, by and between **Aaron James Dolph** ("Dolph") and **City of Goshen, 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, City and Dolph agree as follows:

**CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT**

City conditionally offers Dolph employment as a probationary patrol officer of the Goshen Police Department. Dolph accepts City's conditional offer of employment. City does not have a current position available in the Goshen Police Department. City and Dolph understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen Police Department rank and file must exist. Dolph understands that currently no vacancy exists in the rank and file of the Police Department. Although the Goshen Police Department is initiating the pension physical and psychological testing, Dolph understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of police officers.
- (2) Dolph agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Dolph understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Dolph to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Dolph's expense. If additional reports and/or testing are required, Dolph may elect to terminate this agreement.
- (4) InPRS will determine whether Dolph has any Class 3 excludable conditions. Dolph understands that if InPRS finds that Dolph has any Class 3 excludable conditions, Dolph will be prevented from receiving certain Class 3 impairment benefits for a certain period of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Dolph's employment if the disability is related to the Class 3 excludable



condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Dolph understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund. City will confirm its offer of employment to Dolph if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen Police Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Dolph accepts City's withdrawal and this agreement shall be terminated.

#### **AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS**

- (1) As a condition of employment with City and Goshen Police Department, Dolph is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Dolph agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Dolph's first day of employment with Goshen Police Department.
- (2) As a further condition of employment, City and Goshen Police Department shall require and Dolph agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Dolph agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Dolph will be paid for the time Dolph spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Dolph fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Dolph's first day of employment with Goshen Police Department, Dolph's employment with City and Goshen Police Department shall terminate.

#### **AMENDMENT**

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

#### **SEVERABILITY**

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

**INDIANA LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

**BINDING EFFECT**

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

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

\_\_\_\_\_  
Gina M. Leichthy, Mayor

\_\_\_\_\_  
Aaron James Dolph

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**GOSHEN POLICE DEPARTMENT  
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2024, which is the date of the last signature set forth below, by and between **Preston Ryan Lancour** ("Lancour") and **City of Goshen, 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, City and Lancour agree as follows:

**CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT**

City conditionally offers Lancour employment as a probationary patrol officer of the Goshen Police Department. Lancour accepts City's conditional offer of employment. City does not have a current position available in the Goshen Police Department. City and Lancour understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen Police Department rank and file must exist. Lancour understands that currently no vacancy exists in the rank and file of the Police Department. Although the Goshen Police Department is initiating the pension physical and psychological testing, Lancour understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of police officers.
- (2) Lancour agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Lancour understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Lancour to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Lancour's expense. If additional reports and/or testing are required, Lancour may elect to terminate this agreement.
- (4) InPRS will determine whether Lancour has any Class 3 excludable conditions. Lancour understands that if InPRS finds that Lancour has any Class 3 excludable conditions, Lancour will be prevented from receiving certain Class 3 impairment benefits for a certain

period of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Lancour's employment if the disability is related to the Class 3 excludable condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Lancour understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund. City will confirm its offer of employment to Lancour if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen Police Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Lancour accepts City's withdrawal and this agreement shall be terminated.

#### **AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS**

- (1) As a condition of employment with City and Goshen Police Department, Lancour is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Lancour agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Lancour's first day of employment with Goshen Police Department.
- (2) As a further condition of employment, City and Goshen Police Department shall require and Lancour agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Lancour agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Lancour will be paid for the time Lancour spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Lancour fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Lancour's first day of employment with Goshen Police Department, Lancour's employment with City and Goshen Police Department shall terminate.

#### **AMENDMENT**

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

**SEVERABILITY**

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

**INDIANA LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

**BINDING EFFECT**

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

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

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Preston Ryan Lancour

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**GOSHEN POLICE DEPARTMENT  
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2024, which is the date of the last signature set forth below, by and between **Luis Alberto Lopez** ("Lopez") and **City of Goshen, 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, City and Lopez agree as follows:

**CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT**

City conditionally offers Lopez employment as a probationary patrol officer of the Goshen Police Department. Lopez accepts City's conditional offer of employment. City does not have a current position available in the Goshen Police Department. City and Lopez understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen Police Department rank and file must exist. Lopez understands that currently no vacancy exists in the rank and file of the Police Department. Although the Goshen Police Department is initiating the pension physical and psychological testing, Lopez understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of police officers.
- (2) Lopez agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Lopez understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Lopez to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Lopez's expense. If additional reports and/or testing are required, Lopez may elect to terminate this agreement.
- (4) InPRS will determine whether Lopez has any Class 3 excludable conditions. Lopez understands that if InPRS finds that Lopez has any Class 3 excludable conditions, Lopez will be prevented from receiving certain Class 3 impairment benefits for a certain period

of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Lopez's employment if the disability is related to the Class 3 excludable condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Lopez understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund. City will confirm its offer of employment to Lopez if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen Police Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Lopez accepts City's withdrawal and this agreement shall be terminated.

#### **AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS**

- (1) As a condition of employment with City and Goshen Police Department, Lopez is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Lopez agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Lopez's first day of employment with Goshen Police Department.
- (2) As a further condition of employment, City and Goshen Police Department shall require and Lopez agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Lopez agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Lopez will be paid for the time Lopez spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Lopez fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Lopez's first day of employment with Goshen Police Department, Lopez's employment with City and Goshen Police Department shall terminate.

#### **AMENDMENT**

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

**SEVERABILITY**

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

**INDIANA LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

**BINDING EFFECT**

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

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

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Luis Alberto Lopez

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**GOSHEN POLICE DEPARTMENT  
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2024, which is the date of the last signature set forth below, by and between **Logan Jacob Wenger** ("Wenger") and **City of Goshen, 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, City and Wenger agree as follows:

**CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT**

City conditionally offers Wenger employment as a probationary patrol officer of the Goshen Police Department. Wenger accepts City's conditional offer of employment. City does not have a current position available in the Goshen Police Department. City and Wenger understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen Police Department rank and file must exist. Wenger understands that currently no vacancy exists in the rank and file of the Police Department. Although the Goshen Police Department is initiating the pension physical and psychological testing, Wenger understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of police officers.
- (2) Wenger agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Wenger understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Wenger to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Wenger's expense. If additional reports and/or testing are required, Wenger may elect to terminate this agreement.
- (4) InPRS will determine whether Wenger has any Class 3 excludable conditions. Wenger understands that if InPRS finds that Wenger has any Class 3 excludable conditions, Wenger will be prevented from receiving certain Class 3 impairment benefits for a certain

period of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Wenger's employment if the disability is related to the Class 3 excludable condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Wenger understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund. City will confirm its offer of employment to Wenger if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen Police Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Wenger accepts City's withdrawal and this agreement shall be terminated.

#### **AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS**

- (1) As a condition of employment with City and Goshen Police Department, Wenger is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Wenger agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Wenger's first day of employment with Goshen Police Department.
- (2) As a further condition of employment, City and Goshen Police Department shall require and Wenger agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Wenger agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Wenger will be paid for the time Wenger spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Wenger fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Wenger's first day of employment with Goshen Police Department, Wenger's employment with City and Goshen Police Department shall terminate.

#### **AMENDMENT**

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

**SEVERABILITY**

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

**INDIANA LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

**BINDING EFFECT**

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

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

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Logan Jacob Wenger

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**GOSHEN POLICE DEPARTMENT  
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2024, which is the date of the last signature set forth below, by and between **Rodger Dale Wigent** ("Wigent") and **City of Goshen, 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, City and Wigent agree as follows:

**CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT**

City conditionally offers Wigent employment as a probationary patrol officer of the Goshen Police Department. Wigent accepts City's conditional offer of employment. City does not have a current position available in the Goshen Police Department. City and Wigent understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen Police Department rank and file must exist. Wigent understands that currently no vacancy exists in the rank and file of the Police Department. Although the Goshen Police Department is initiating the pension physical and psychological testing, Wigent understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of police officers.
- (2) Wigent agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Wigent understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Wigent to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Wigent's expense. If additional reports and/or testing are required, Wigent may elect to terminate this agreement.
- (4) InPRS will determine whether Wigent has any Class 3 excludable conditions. Wigent understands that if InPRS finds that Wigent has any Class 3 excludable conditions, Wigent will be prevented from receiving certain Class 3 impairment benefits for a certain period

of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Wigent's employment if the disability is related to the Class 3 excludable condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Wigent understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund. City will confirm its offer of employment to Wigent if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen Police Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Wigent accepts City's withdrawal and this agreement shall be terminated.

#### **AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS**

- (1) As a condition of employment with City and Goshen Police Department, Wigent is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Wigent agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Wigent's first day of employment with Goshen Police Department.
- (2) As a further condition of employment, City and Goshen Police Department shall require and Wigent agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Wigent agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Wigent will be paid for the time Wigent spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Wigent fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Wigent's first day of employment with Goshen Police Department, Wigent's employment with City and Goshen Police Department shall terminate.

#### **AMENDMENT**

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

**SEVERABILITY**

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

**INDIANA LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

**BINDING EFFECT**

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

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

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Rodger Dale Wigent

Date: \_\_\_\_\_

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](http://www.goshenindiana.org)

March 14, 2024

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2024-06, Interlocal Agreement with the County of Elkhart for Animal Control Services

Resolution 2024-06 is to approve the terms and conditions and authorize the execution of an Interlocal Agreement with the County of Elkhart for Animal Control Services. The County has negotiated a contract with The Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2024 for certain areas of the county, including within the Goshen city limits. Under this agreement, the City would contribute \$93,940 to reimburse the County for the cost of providing animal shelter management and animal control services within the Goshen city limits.

**Suggested Motion:**

**Move to adopt Resolution 2024-06, Interlocal Agreement with the County of Elkhart for Animal Control Services.**

**Goshen Board of Public Works and Safety  
Resolution 2024-06**

**Interlocal Agreement with the County of Elkhart  
for Animal Control Services**

WHEREAS the County of Elkhart has negotiated a contract with The Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2024 for certain areas of Elkhart County, including within the corporate boundaries of the City of Goshen.

WHEREAS the City of Goshen agrees to contribute \$93,940 to reimburse the County of Elkhart for the cost of providing animal shelter management and animal control services within the corporate boundaries of the City of Goshen.

WHEREAS pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another entity if the entities enter into a written agreement.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Interlocal Agreement between Elkhart County, Indiana and City of Goshen, Indiana for Animal Control Services, a copy of which is attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Mayor and Clerk-Treasurer are authorized to execute the Interlocal Agreement on behalf of the Goshen Board of Public Works and Safety and City of Goshen.

PASSED by the Goshen Board of Public Works and Safety on March 14, 2024.

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Orv Myers, Member

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Barb Swartley, Member



**INTERLOCAL AGREEMENT BETWEEN ELKHART COUNTY, INDIANA  
AND CITY OF GOSHEN, INDIANA FOR ANIMAL  
CONTROL SERVICES**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the COUNTY OF ELKHART, INDIANA (hereinafter referred to as the "County"), and the CITY OF GOSHEN, INDIANA (hereinafter referred to as "Municipality"),

WITNESSETH:

WHEREAS County has negotiated with The Humane Society of Elkhart County, Inc. for animal shelter management and animal control services for 2024;

WHEREAS the Contract for Animal Shelter Management and Animal Control Services for 2024 includes the unincorporated areas of Elkhart County and may include the areas within the corporate limits of the Municipality;

WHEREAS the Contract for Animal Shelter Management and Animal Control Services for 2024 has been entered into by County in the form which is attached to as Exhibit A;

WHEREAS the County and Municipality desire to enter into this Agreement in order to provide for the Services within the Municipality and to facilitate the reimbursement to the County by the Municipality for the cost of providing the Services within the Municipality for calendar year 2024;

NOW, THEREFORE in consideration of the foregoing and of the promises and commitments herein contained, the parties hereby agree as follows:

1. Definition of Services. For purposes of this Agreement, the term "Services" shall refer to the animal shelter management and animal control services to be furnished by The Humane Society of Elkhart County, Inc. to the Municipality pursuant to the Contract attached hereto as Exhibit A.

2. Administration. The County shall serve as the lead agency for the Services and assumes and agrees to be responsible for the overall administration of the Services to include, but not be limited to, the following:

a. Contracting with The Humane Society of Elkhart County, Inc. as required by and in compliance with the applicable statutes governing the County and contracts for public services;

b. Administering the contract with The Humane Society of Elkhart County, Inc.;

c. Maintaining the documents, contracts, notices, and other records in connection with the Services, including the financial records and providing a financial summary to the Municipality for all funds expended and received in connection with the Services; and

d. Providing such other general administrative services as are necessary to complete the Services.

3. Municipality Participation.

Municipality shall be responsible for reimbursing and contributing to County the sum of Ninety Three Thousand Nine Hundred and Forty Dollars (\$93,940.00) for the Services which shall be paid in two (2) installments of Forty Six Thousand Nine Hundred and Seventy Dollars (\$46,970.00) each with the first installment becoming due and payable on or before April 1<sup>st</sup> 2024 and with the second installment being payable on or before August 1<sup>st</sup> 2024. The Municipality contribution, or changes in amounts thereto, for calendar year 2024 are subject to budget approvals and appropriations by the Municipality.

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

5. Supplemental Documents. The Municipality 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.

6. Non-Discrimination. Pursuant to Indiana Code § 22-9-1-10, neither the County nor any of its 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.

7. Miscellaneous.

a. Amendment. This Agreement, and any exhibits attached hereto, 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 said amendment by the parties.

b. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

c. 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.

d. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

e. 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 State mail, certified mail, return receipt requested, with proper postage affixed thereto, and which notices shall be effective three (3) days after date of mailing:

County: Board of Commissioners of the County of Elkhart, Indiana  
Elkhart County Administration Building  
117 North Second Street  
Goshen, IN 46526

Municipality: City of Goshen  
C/O Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, IN 46528

With copies to: Craig Buche, Elkhart County Attorney  
Yoder, Ainlay, Ulmer & Buckingham, LLP  
P.O. Box 575  
130 North Main Street  
Goshen, IN 46527

And \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto 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.

9. Counterparts. This Agreement may be executed in multiple counterparts and with multiple but separate signature pages with the multiple counterparts and multiple and separate signature pages constituting one single and unified Agreement when combined.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

BOARD OF COMMISSIONERS OF THE  
COUNTY OF ELKHART, INDIANA

By \_\_\_\_\_  
Bradley D. Rogers, President

By \_\_\_\_\_  
Suzanne M. Weirick, Vice-President

By \_\_\_\_\_  
Bob Barnes, Member

ATTEST:  
\_\_\_\_\_  
Patricia A. Pickens, Elkhart County Auditor

CITY OF GOSHEN, INDIANA

By: \_\_\_\_\_  
Gina M. Leichty, Mayor  
City of Goshen, Indiana

ATTEST:

By: \_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer  
City of Goshen, Indiana

STATE OF INDIANA,            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared the Board of Commissioners of Elkhart County, Indiana and Patricia A. Pickens, Elkhart County Auditor, and acknowledged that as said Commissioners and Auditor, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of Elkhart County, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
Resident of Elkhart County, IN

My Commission Expires:

\_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKAHRT        )

Before me, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared Gina M. Leichty, Mayor, and Richard R. Aguirre, Clerk-Treasurer, and acknowledged that as said representatives, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Goshen, Indiana, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
Resident of Elkhart County, IN

My Commission Expires:

\_\_\_\_\_

APPROVAL

The Elkhart County Council hereby approves of the above and foregoing Interlocal Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ELKHART COUNTY COUNCIL

By \_\_\_\_\_  
Thomas Stump, President

ATTEST:

\_\_\_\_\_  
Patricia A. Pickens, Elkhart County Auditor

# Exhibit A

## CONTRACT FOR ANIMAL SHELTER MANAGEMENT AND ANIMAL CONTROL SERVICES

This contract made effective this 1st day of January, 2024 by and between the County of Elkhart, State of Indiana, hereinafter called the "County" and The Humane Society of Elkhart County, Inc., 54687 County Road 19, Bristol, Indiana, 46507, or its successors, executors, administrators and assignees, hereinafter called the "Contractor";

WITNESSETH:

WHEREAS, the Contractor is a not-for-profit corporation organized for the purpose of caring for and sheltering animals within Elkhart County, Indiana and has the personnel, facilities and equipment to aid the County with these services;

WHEREAS, the County desires to contract with the Contractor for animal control and shelter service, and the Contractor desires to provide the County with such services;

NOW, THEREFORE, in consideration of the premises and payments set forth in Section IV below, and the mutual promises herein, the parties agree as follows:

### I. CONTRACT DOCUMENTS

The parties hereby agree to the following contract requirements. Where there is a conflict between the requirements of State and County law and the requirements set forth below, the requirements of State and County law shall take precedence and govern.

### II. CONTRACTOR WORK REQUIREMENT

It is agreed that the service to be performed under this Contract is to provide animal shelter management services and animal control services in accordance with the terms, conditions and specifications contained or referenced herein.

The Contractor agrees that all animal shelter management services and animal control performed for the County shall be performed in full compliance with the applicable Federal, State and County laws, regulations, and guidelines for such services.

The Contractor agrees that it shall provide the following animal shelter management services and animal control services:

#### A. Operation of the Animal Shelter

1. The Contractor shall operate and maintain the Animal Shelter located at 54687 County Road 19, Bristol, Indiana 46507 (the "Shelter").

2. The Contractor shall abide by all laws of the State of Indiana and all local ordinances designed to prevent cruelty to animals, and to enforce those laws and ordinances where it has the lawful authority to do so. The Contractor shall be entitled to rely in good faith upon the opinion of legal counsel as to whether it has such lawful authority.
3. Subject to paragraph IV (B) below but excluding the Town of Millersburg, the Contractor shall lawfully pick up, capture, impound, accept, care for, board, maintain and dispose of animals within the incorporated and unincorporated areas of Elkhart County, Indiana in the following instances: 1) the Contractor shall, during its regular business hours on Mondays through Fridays, pick up all observed or reported stray, confined, domestic animals; and 2) the Contractor shall, during other hours, pick up all observed or reported stray, confined, domestic animals where an animal is observed or reported as sick or injured, or where the animal is observed or reported to have bitten a human.
4. At a minimum, the Contractor shall operate the Shelter and keep the Shelter open to the public from 9 a.m. through 4 p.m. Monday through Saturday, except for Federal, State and County holidays when the Shelter may be closed to the public.
5. The Contractor shall provide an adequately trained animal technician staff of sufficient size to provide all the services required under this Contract.
6. The Contractor shall provide adequate food, water, shelter, space, care, treatment and transportation to all animals housed at the Shelter.
7. The Contractor shall provide a system to monitor medical and other information on each sheltered animal.
8. The Contractor shall be responsible for publicizing the hours of operation and the services of the Shelter.

B. Impoundment of Animals

1. The Contractor shall be responsible for enforcement of the quarantine for a 10 day period of any stray domestic animal which has bitten or is suspected to have bitten a person or as directed by the Elkhart County Health Department or County officials.
2. The Contractor shall be responsible for the humane euthanasia of any animal using methods approved by the State Veterinarian, if euthanasia is

required for reasons of public safety or welfare. The County acknowledges that nothing in this Contract shall be deemed to preclude the euthanasia of any animal by the Humane Society of Elkhart County, Inc. In the event the Humane Society of Elkhart County, Inc. performs euthanasia of any animal for reasons other than public safety or welfare, or other than in satisfaction of the County's legal obligations, if any, the Humane Society of Elkhart County, Inc., shall be responsible for, shall defend against and shall indemnify and hold the County harmless against any and all suits, claims, demands, losses or actions made against the County based upon, arising from, or incident to the performance of such euthanasia.

3. The Contractor shall not be responsible for the collection and disposal of the carcasses of dead animals.
4. The Contractor shall maintain all necessary records and reports of animals impounded at the Shelter.
5. The Contractor shall, upon request, furnish law enforcement agencies of Elkhart County and the Elkhart County Health Department all information in its possession about animals which have been impounded due to cruelty, neglect, bite cases or contagious diseases and shall cooperate with the said officials in the enforcement of laws prohibiting animal cruelty and supporting public safety.
6. Whenever the ownership of an impounded animal is ascertained, the Contractor shall make a reasonable effort to notify the owner of the animal's impoundment within the next business day after the animal is initially confined.
7. The Contractor shall collect, secure and deposit all fees, fines and costs due, including the cost of providing veterinary care for an animal, from owners of impounded animals in accordance with applicable laws. County shall not be responsible for such obligations.

C. Animal Control Officers

1. The Contractor shall employ individuals to enforce the provisions of, and to perform as animal control officers ("Animal Control Officers").
2. The Contractor shall be responsible for all continuing education training of Animal Control Officers to assure their continued compliance with State and local educational and training requirements.



D. Public Service Programs

In consideration of the award of this contract to the Contractor, the Contractor shall provide at its sole cost and expense, the following services:

1. A volunteer program to encourage support for the Contractor and its operations of the Shelter; provided that all volunteers shall execute, as a condition of their participation, a waiver of liability, in form and content acceptable to the Contractor;
2. Events designed to promote animal adoptions and to educate the public about animal welfare; and
3. The adoption program shall be conducted to ensure humane, permanent homes for animals. The Contractor must maintain a documented adoption procedure and maintain complete records of all adoption attempts and placements.

E. Cost of Operation, Expenses of Contractor and Expenses of County

1. The Contractor shall maintain at all times adequate supplies for the performance of its obligations under this Contract, including without limitation, the lawful duties of the Animal Control Officers.
2. All donations of any kind, made to the Humane Society of Elkhart County, Inc., will be considered the sole property of the Contractor, and if received by the County will be promptly forwarded to the Contractor.

F. Meetings and Other Requirements

The County shall appoint an individual to serve as liaison with the Contractor for the purpose of reviewing any matters relative to this Contract. To ensure adequate communication and coordination among all County agencies, the Contractor shall direct all notices required or permitted under this Contract through the contract administrator. In the case of an event requiring notification of County agencies other than the Sheriff Department, the Contractor shall inform the contract administrator or designee in a timely manner.

III. PERIOD OF CONTRACT PERFORMANCE

The term of this Contract is from January 1, 2024 through December 31, 2024. County may renew this Contract subject to the mutual agreement with the Contractor as to the Contract costs for said years.

IV. CONTRACT COSTS

- A. The Contractor at its own proper cost and expense shall do all the work necessary to carry out its obligations set forth in this Contract to the full extent as set forth herein and to the satisfaction of the County.
  
- B. For calendar year 2024, County shall pay the total sum of Two Hundred and Forty Two Thousand Dollars [\$242,000.00] to Contractor to perform all services under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein with respect to the unincorporated areas in Elkhart County, Indiana. Said amount shall be payable by County to Contractor as follows: County shall pay One Hundred Twenty Two Thousand Dollars (\$122,000.00) to Contractor on or before February 29, 2024, the balance of One Hundred Twenty Thousand Dollars [\$120,000.00] shall be payable by County to Contractor in three (3) quarterly installments of Forty Thousand Dollars [\$40,000.00] on April 1, 2024, July 1, 2024 and October 1, 2024. In consideration of the advancement of the One Hundred Twenty Two Thousand Dollars (\$122,000.00) on or before February 29, 2024, Contractor agrees to provide all of the services to be performed under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein both in the incorporated and unincorporated areas of Elkhart County, Indiana, but excluding the Town of Millersburg.

After March 31, 2024, Contractor shall not be required to provide the services to be performed under this Contract in the incorporated areas of Elkhart County, Indiana unless County agrees to pay an additional amount for any or all of the following incorporated areas respectively:

Municipality	Amount
City of Elkhart	\$153,065
City of Goshen	\$93,940
Town of Middlebury	\$6,534.
Town of Wakarusa	\$7,260
Town of Bristol	\$4,840
Town of Nappanee	\$12,688

County intends to seek Interlocal Agreements with each of these listed municipalities to cover the additional costs specified above for each municipality. If such Interlocal Agreements are entered, County shall give written notice to

Contractor on or before March 31, 2024 of which incorporated areas are to be covered by the services to be performed under this Contract by Contractor after March 31, 2024. County's notice may provide by its election to have Contractor provide the services under this Contract in any or all of the municipalities listed above. For each municipality to be provided the services under this Contract after March 31, 2024, County shall pay to Contractor the additional amount specified above for that municipality which amounts shall be payable in three (3) quarterly installments paid on April 1, 2024, July 1, 2024 and October 1, 2024. Should any of the municipalities increase or decrease the amounts specified above the County will adjust the quarterly obligation to reflect the increase or decrease in funding from the municipalities in 2024.

The parties reserve the right to negotiate mutually agreed rates for other future specified services. If the Contractor reasonably believes that any work it is requested to perform under this Contract is not, or may not be, within the scope of the Contract, or represents, or may represent a material change in the Contract, the Contractor shall immediately notify the Contract Administrator that the work is beyond the scope of the Contract or represents a material change in the Contract, and if the County desires the work to be undertaken, then the Contractor shall be fully compensated for performing the work; provided that a written change order to this Contract must have been made pursuant to Section V, B prior to the work being performed in order for such additional compensation to be paid to the Contractor.

V. PERSONNEL AUTHORIZED TO REPRESENT THE PARTIES

A. Authorized Contract Administrators

1. Contract Administrator for the County shall be:

T. Jeffery Taylor  
Elkhart County Administrator  
117 N. Second Street  
Goshen, IN 46528-3298  
574-534-3541 FAX 574-535-6747

2. Contract Administrator for the Contractor shall be:

Director  
Humane Society of Elkhart County, Inc.  
54687 County Road 19  
Bristol, IN 46507  
574-848-4225 FAX 574-848-5453

B. Contracting Officer

County and Contractor's Administrator must authorize changes made to this Contract throughout the Contract period in writing.

VI. STATE LAW CERTIFICATION PROVISIONS

- A. Pursuant to Indiana Code §22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
  
- B. Contractor certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law and that Contractor will not violate the terms of I.C. 24-4.7 for the duration of this Contract, even if I.C. 24-4.7 is preempted by federal law. Contractor further certifies that any affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of any affiliate or principal of Contractor, except for de minimis and non-systematic violations, 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 will not violate the terms of I.C. 24-4.7 for the duration of this Contract, even if I.C. 24-4.7 is preempted by federal law.
  
- C. Investment Activity. Pursuant to Indiana Code §5-22-16.5, Contractor certifies that Contractor is not engaged in investment activities in Iran.
  
- D. E-Verify Program. Pursuant to Indiana code §22-5-1.7-11 Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of the Contractor after the date of the Agreement through the E-Verify Program as defined in Indiana Code §22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of this Agreement through the E-Verify Program if the E-Verify Program no longer exists. Contractor further represents and certifies subject to pain and penalties of perjury that it does not knowingly employ an unauthorized alien.

## VII. TAX REQUIREMENTS

By executing this Contract, the Contractor agrees to comply with the laws, regulations, and rulings of the United States Internal Revenue Service related to the requirements for filing information statements, including IRS Form 1099.

## VIII. DEFAULT

- A. Upon Contractor's failure to cure a default (i.e., non-performance or violation of contract terms) within fifteen (15) days of written notice of such default from the County to the Contractor (provided, if such default cannot be cured within such 15 day period, and the Contractor commences the cure within such 15 day period, the cure period shall be extended to 30 days after the initial written notice of such default), this Contract may be canceled or annulled by the County or its designee in whole or in part by written notice of default to the Contractor. Upon default, an award may be made to another contractor and the Contractor shall be liable to the County for costs incurred in excess of the costs provided for in this Contract.
- B. Rights, obligations, or liabilities of both parties, which arise prior to the suspension or termination of this Contract shall survive the suspension or termination of this Contract.

## IX. ASSIGNMENT

Contractor shall not assign, transfer, convey or otherwise dispose of any or all of its right, title or interest in this Contract, without the prior written consent of County.

## X. GOVERNING LAW

This Contract shall be governed in all respects by the laws of the State of Indiana and the County of Elkhart.

## XI. INDEMNIFICATION, LIMITATION OF LIABILITY, INSURANCE, AND NOTICE

- A. Contractor shall be responsible for, shall defend against, and shall indemnify and hold the County harmless from any, and all suits, claims, demands, losses, or actions made against the County based upon, arising from, or incident to the provision of services by the Contractor under this Contract, except those claims arising from the County's negligence, malfeasance, or breach of this Contract. This indemnification does not include indemnification for claims based upon the alleged unconstitutionality or invalidity of any provision of the state or county codes pursuant to which the Contractor acts or an alleged invalidity of the delegation, if any, to the Contractor under this Contract or the authority to enforce the state and county animal control laws and animal cruelty laws.

- B. The County shall be responsible for, shall defend against, and shall indemnify and hold the Contractor harmless from any, and all suits, claims, demands, losses, or actions made against the Contractor based upon or arising out of the County's negligence, malfeasance, or breach of this Contract.
- C. Contractor will obtain worker's compensation insurance and employer's liability insurance in such minimum amounts as required in the State of Indiana and comprehensive general and vehicular liability insurance in the minimum amounts of One Million Dollars (\$1,000,000) each, which insurance must name County as an additional insured. Contractor warrants that it shall maintain such insurance in effect during the term of this Agreement and maintain a current Certificate of such insurance in favor of County during the term of this Agreement.
- D. An indemnified party hereunder shall notify the indemnifying party of any suit, claim, demand, loss, or action made or filed against the indemnified party within ten days after the indemnified party's receipt or learning of it.

## XII. WARRANTIES

Each party to this Contract warrants the following:

- A. This Contract constitutes a valid, binding and enforceable agreement of the party;
- B. The execution of this Contract and the performance of its obligations are within the party's powers; have been authorized by all necessary action on behalf of the party; do not constitute a breach by the party of any agreement with another party; and will not cause a breach by the party of any duty arising at law or in equity; and
- C. The party possesses the financial capacity to perform all of its obligations under this Contract.

The parties agree that the failure of any of the above representations and warranties to be true during the term of this Contract shall constitute a material breach of this Contract, and the non-breaching party shall have the right, upon notice to the breaching party, to immediately terminate this Contract. All amounts outstanding hereunder shall be immediately due and payable. Court costs and other costs and expenses, including reasonable attorney's fees incurred in the collection of any amounts due hereunder, may also be recovered by the non-breaching party.

### XIII. SEVERABILITY

Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason be hereafter declared invalid.

### XIV. NON-WAIVER

The failure of the Contractor or the County to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or the County of their rights at any time thereafter to require exact and strict compliance with all the terms hereof

### XV. SURVIVABILITY OF PAYMENT OBLIGATIONS, RIGHTS AND REMEDIES

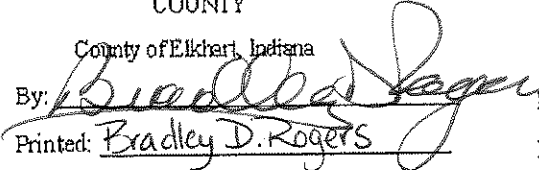
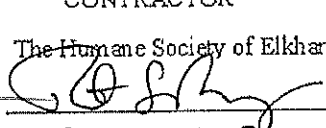
Provided the Contractor has not defaulted in the performance of its obligations.

XVI. RELATION TO COUNTY

In performing services under this Contract, the Contractor shall be an independent contractor for the County, and neither the Contractor nor its employees, shall under any circumstances be considered employees, servants or agents of the County. The County shall not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents while performing under this Contract.

XVII. SIGNATORIES

Please type or print the following information, with the exception of the signature.

COUNTY	CONTRACTOR
County of Elkhart, Indiana	The Humane Society of Elkhart County
By: <u></u>	By: <u></u>
Printed: <u>Bradley D. Rogers</u>	Printed: <u>ROBERT LARoy</u>
Title: <u>President</u>	Title: <u>EXECUTIVE DIRECTOR</u>
Date: <u>2/12/2024</u>	Date: <u>2/23/2024</u>





**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](http://www.goshenindiana.org)

To: Board of Public Works and Safety  
From: Bodie J. Stegelmann  
Date: March 14, 2024  
Subject: Resolution 2024-11 – Approving Certain 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 deemed appropriate due to legislative or other changed circumstances.

Attached to Resolution 2024-11 are redlined portions of policies to show the revisions suggested. If the Board approves Resolution 2024-32, the redlines will be removed and the policies will be inserted into the Policy Manual in final form.

**Suggested Motion: Move to approve Resolution 2024-11 - Approving Certain Revised City of Goshen Police Department Policies and Repealing Various Policies, effective March 21, 2024.**

## **Goshen Board of Public Works and Safety Resolution 2024-11**

### **Approving Revisions to Certain City of Goshen Police Department Policies and Repealing Certain Policies**

WHEREAS, on December 7<sup>th</sup>, 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 revisions to current 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 revisions to 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 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 14, 2024, effective March 21, 2024:

- 200 Organizational Structure and Responsibility
- 202 Training
- 209 LETB Uniform Statewide Defensive Tactics Training Program
- 300 Response to Resistance
- 301 Response to Resistance Review Boards
- 302 Handcuffing and Restraints
- 303 Control Devices
- 304 Conducted Energy Device
- 305 Officer-Involved Deadly Force Incidents
- 306 Firearms
- 307 Vehicle Pursuits
- 308 Foot Pursuits
- 310 Canines
- 313 Child Abuse
- 314 Adult Abuse
- 322 Report Preparations
- 336 LETB Uniform Statewide Police on Deadly Force

- 401 Bias-Based Policing
- 405 Ride-Alongs
- 409 Crisis Intervention Incidents
- 410 Involuntary Detentions
- 427 Medical Aid and Response
- 428 First Amendment Assemblies
- 432 Bicycle Patrol
- 606 Warrant Service
- 703 Vehicle Use
- 800 Evidence Storage
- 801 Records Section
- 900 Temporary Custody of Adults
- 902 Custodial Searches
- 1000 Recruitment and Selection
- 1001 Performance Evaluations
- 1023 Line-of-Duty Deaths
- 1024 Wellness Program

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 March 21, 2024:

- 200 Organizational Structure and Responsibility
- 202 Training
- 209 LETB Uniform Statewide Defensive Tactics Training Program
- 300 Response to Resistance
- 301 Response to Resistance Review Boards
- 302 Handcuffing and Restraints
- 303 Control Devices
- 304 Conducted Energy Device
- 305 Officer-Involved Deadly Force Incidents
- 306 Firearms
- 307 Vehicle Pursuits
- 308 Foot Pursuits
- 310 Canines
- 313 Child Abuse
- 314 Adult Abuse
- 322 Report Preparations
- 336 LETB Uniform Statewide Police on Deadly Force
- 401 Bias-Based Policing
- 405 Ride-Alongs

- 409 Crisis Intervention Incidents
- 410 Involuntary Detentions
- 427 Medical Aid and Response
- 428 First Amendment Assemblies
- 432 Bicycle Patrol
- 606 Warrant Service
- 703 Vehicle Use
- 800 Evidence Room
- 801 Records Section
- 900 Temporary Custody of Adults
- 902 Custodial Searches
- 1000 Recruitment and Selection
- 1001 Performance Evaluations
- 1023 Line-of-Duty Deaths
- 1024 Wellness Program

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on March \_\_\_\_\_, 2024.

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Gina M. Leichty, Mayor

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Michael A. Landis, Member

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Orv Myers, Member

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Mary Nichols, Member

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Barb Swartley, Member

# Organizational Structure and Responsibility

## 200.1 PURPOSE AND SCOPE

**Discretionary**

This policy establishes the organizational structure of the Department and defines general responsibilities of department members.

## 200.2 POLICY

**Discretionary**

The Goshen Police Department will implement and maintain an organizational structure that provides clear and identifiable roles for command, control and guidance of the Department. Each position and assignment should have clearly identified responsibilities and a defined chain of command.

## 200.3 DEPARTMENT STRUCTURE

**Discretionary** **MODIFIED**

The Chief of Police is responsible for administering and managing the Goshen Police Department. The Police Administration consists of the Chief of Police, Assistant Chief of Police, Patrol Division Chief, and Investigations Division Chief. These upper level policy making positions are appointed by the Mayor of Goshen.

There are three divisions in the department:

- Administration Division
- Patrol
- Investigation Division

### 200.3.1 ORGANIZATIONAL CHART

**Discretionary** **MODIFIED**

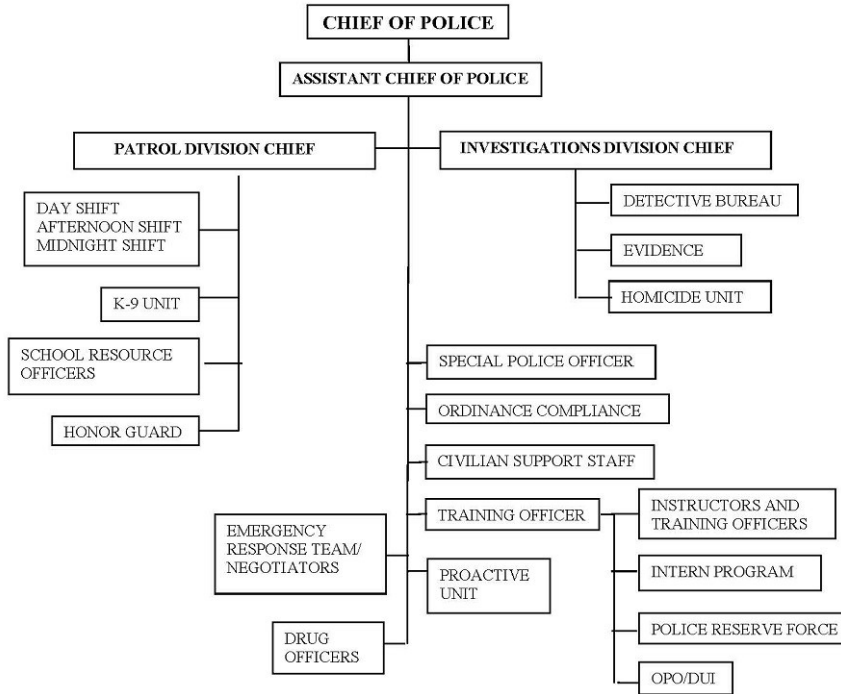
The Chief of Police or the authorized designee is responsible for developing and updating a chart showing the organizational components and functions. The chart should be reviewed [as needed, at least annually](#). The chart may be attached to this Policy Manual for distribution or [viewed online, may be posted in appropriate locations throughout the Department.](#)

# Goshen Police Department

## Policy Manual

### Organizational Structure and Responsibility

[Add this flow chart to the policy in Lexipol](#)



#### 200.3.2 ADMINISTRATION DIVISION

**Discretionary** **MODIFIED**

The Administration Division is commanded directly by the Chief of Police, whose primary responsibility is to provide general management, direction and control for the Administration Division. The Administration Division consists of the Assistant Chief, Patrol Division Chief, and the Investigations Division Chief.

#### 200.3.3 PATROL

**Discretionary** **MODIFIED**

## *Organizational Structure and Responsibility*

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The Patrol is commanded directly by the Patrol Division Chief, whose primary responsibility is to provide general management, direction and control for the personnel assigned to Patrol. The Patrol consists of uniformed patrol, K-( Unit, Honor Guard, and School Resource Officers.

### 200.3.4 INVESTIGATION DIVISION

**Discretionary** **MODIFIED**

The Investigation Division is commanded directly by the Investigations Division Chief, whose primary responsibility is to provide general management, direction and control for the Investigation Division. The Investigation Division consists of Detectives, Evidence Room Personnel, crime analysis and forensic services.

### 200.4 COMMAND PROTOCOL

**Best Practice** **MODIFIED**

#### 200.4.1 SUCCESSION OF COMMAND

**Best Practice** **MODIFIED**

The Chief of Police exercises command over all members of the Goshen Police Department. The chain of command from the Chief down through the ranks, and the line of authority from Patrol Officer up through the ranks, shall be preserved in order to maintain principles of sound administration. The chain of command shall be adhered to except under emergency or unusual situations.

Detectives and other specialists are considered as Patrol Officers in the chain of command. However, in follow-up investigations to which one of these specialists is assigned, such specialist shall bear full responsibility for the case, accordingly, and shall have the functional authority and control over the investigation.

Except when designated as above, the order of command authority in the absence or unavailability of the Chief of Police is as follows:

- (a) Assistant Chief of Police
- (b) Patrol Division Chief
- (c) Investigations Division Chief
- (d) On-duty Shift Ranking Officer
- (e) When a question of seniority may arise regarding who shall be in command, such seniority shall be determined:
  1. First by rank
  2. Second, if officers are of equal rank, by one officer having been designated as in command:
    - (a) by higher authority or
    - (b) by nature of assignment

## Organizational Structure and Responsibility

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3. Third, by continuous time in grade. Where two or more officers are working on the same assignment or detail and are of equal rank, seniority shall be exercised only when an emergency necessitates.

### 200.4.2 UNITY OF COMMAND

**Best Practice**

The principles of unity of command ensure efficient supervision and control within the Department. Generally, each member shall be accountable to one supervisor at any time for a given assignment or responsibility. Except where specifically delegated authority may exist by policy or special assignment (e.g., Canine, Bicycle Patrol), any supervisor may temporarily direct any subordinate if an operational necessity exists.

### ~~200.4.3 GOALS AND OBJECTIVES~~

**Discretionary**

~~The Chief of Police or the authorized designee is responsible for establishing goals and objectives for the Goshen Police Department using a strategic planning process, and shall ensure the goals and objectives are reviewed and updated annually. Division Chiefs are responsible for developing, reviewing and updating the elements of the plan that affect their Division. The strategic plan should specify a time period and should include, but is not limited to:~~

- ~~• Long range goals and objectives.~~
- ~~• Anticipated workload and staffing needs.~~
- ~~• Capital improvement, equipment and supply needs.~~
- ~~• Provisions for implementation, measuring achievement and revision as needed.~~
- ~~• Annual evaluation of progress.~~
- ~~• Annual update of all goals and objectives.~~

### 200.5 AUTHORITY AND RESPONSIBILITIES

**Best Practice**

Each member will be assigned duties and responsibilities. Each member is delegated the authority necessary to effectively execute those responsibilities. Each member will also be held accountable for the appropriate application of that delegated authority.



# Training

## 202.1 PURPOSE AND SCOPE

### Best Practice

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

### Best Practice

The Department shall administer a training program that will meet the standards of federal, state, local, and the Indiana Law Enforcement Training Board (LETB) 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

### Discretionary

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

### State

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.

# Goshen Police Department

## Policy Manual

### Training

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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).

#### 202.4.1 GOVERNMENT-MANDATED TRAINING

State **MODIFIED**

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).
  - 4. Officers shall complete all training required by the LETB pursuant to the operative LETB Uniform Statewide Policy on Deadly Force and the LETB Uniform Statewide Defensive Tactics Training Program Policy established under the authority of I.C. § 5-2-1-1 and I.C. § 5-2-1-9

#### 202.4.2 FAILURE TO COMPLETE IN-SERVICE TRAINING

State

If an officer or reserve 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. 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 police powers shall be documented in the member's training record (250 I.A.C. 2-7-4).

#### 202.4.3 REMEDIAL TRAINING

Best Practice

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.

# Goshen Police Department

## Policy Manual

### Training

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- (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.
- (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

Discretionary MODIFIED

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 ~~provide~~ ~~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. The command staff will review the schedule and modify if necessary, to include any training the command staff determines should be added to, or removed from, the training schedule to accomplish the goals of the department. The command staff will approve the final training schedule prior to ~~the~~ release ~~of the next year's training schedule.~~

#### 202.6 TRAINING ATTENDANCE

Best Practice MODIFIED

# Goshen Police Department

## Policy Manual

### Training

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- (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.
  - 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

Best Practice MODIFIED

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~~ [Chief of Police](#).

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 [month 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

State MODIFIED

# Goshen Police Department

## Policy Manual

### *Training*

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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 [or designee](#) 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

##### **State**

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

##### **Best Practice**

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

# LETB Uniform Statewide Defensive Tactics Training Program

## 209.1 ATTACHMENT


**State**

See attachment: [LETB Uniform Statewide Defensive Tactics Training Program Policy.pdf](#)

## Attachments

# LETB Uniform Statewide Defensive Tactics Training Program Policy.pdf



	<b><i>LETB UNIFORM STATEWIDE POLICY</i></b>	Agency Policy/General Order Number:
	Subject: Uniform Statewide Defensive Tactics Training Program	
	Effective: <b>January 1, 2024</b>	Revised: <b>June 19, 2023</b>

**I. PURPOSE**

In accordance with IC 5-2-1-1, the Law Enforcement Training Board (“LETB”) hereby establishes this Uniform Statewide Defensive Tactics Training Policy in order to ensure the public safety and general welfare of the people of the state of Indiana and to promote equity for all segments of society. This policy may not be added to, modified, or altered in any way by any Indiana law enforcement agency, office, or department.

**II. POLICY**

It is the policy of the LETB to value and preserve the sanctity of human life. To ensure the safety of law enforcement officers and others, it is essential that officers are educated, trained, and proficient in defensive tactics techniques to ensure the officer uses only objectively reasonable force to enforce the law, to effect a lawful arrest, and/or to prevent the escape of the person from custody.

The defensive tactics techniques documented in the Uniform Statewide Defensive Tactics Training Program have been approved by the LETB and shall be trained within a two (2) year training cycle by law enforcement officers to ensure proficiency. The statewide defensive tactics training program may not be added to, modified, or altered in any way by any Indiana law enforcement agency, office, or department.

**III. UNIFORM STATEWIDE DEFENSIVE TACTICS TRAINING PROGRAM**

The Uniform Statewide Defensive Tactics Training Program (“Training Program”) contains the approved defensive tactics techniques that will be trained within a two (2) year training cycle to ensure proficiency of Indiana’s law enforcement officers in the area of defensive tactics.

- A. The Training Program contains the following mandatory categories of techniques that will be trained with demonstrated proficiency, as defined in the Training Program:
  - 1. Positioning;
  - 2. Strikes;
  - 3. Kicks;

4. Blocks;
  5. Handcuffing;
  6. Takedowns;
  7. Offensive Ground Fighting;
  8. Defensive Ground Fighting;
  9. Subject Control/Displacement/Transition Techniques;
  10. Basic Self-Defense Escapes;
  11. Intermediate Weapons;
  12. Weapon Defense/Retention;
  13. Scenario-Based Training; and
  14. Vascular Neck Restraint.
- B. Defensive Tactics Instructors must train a minimum of one (1) approved technique listed in the Training Program in each of the mandatory categories listed above within a two (2) year training cycle.
- C. All law enforcement officers subject to the mandatory in-service training requirement adopted by the LETB, must attend training course(s) that train a minimum of one (1) approved technique listed in the Training Program in each of the mandatory categories listed above, within a two (2) year training cycle, to fulfill the mandatory defensive tactics in-service training requirement.
- D. Law enforcement officers who are issued intermediate weapons, to include: conducted energy weapon (“CEW”), chemical designed to temporarily incapacitate a person, and/or another device designed to temporarily incapacitate a person, shall be trained on those issued intermediate weapons, as specified by the manufacturer’s training requirement. At this time, this policy and Training Program does not include less-lethal projectiles, and these weapons may be independently trained as directed by law enforcement agencies.
- E. All law enforcement officers subject to the mandatory in-service training requirement adopted by the LETB, shall annually complete a minimum of four (4) hours of active hands-on participation in defensive tactics training to fulfill the requirement.
- F. The LETB, through the Executive Director of the Indiana Law Enforcement Academy, may waive the active participation requirement, and physical demonstration of proficiency, of the mandatory defensive tactics in-service training for officers on limited duty status, if a waiver is requested by the chief executive officer or training coordinator of the law enforcement agency,

office, or department.

- G. Law enforcement officers shall demonstrate proficiency, as defined in the Training Program, in each trained technique for successful completion of the in-service requirement. Defensive Tactics Instructors shall certify the proficiency of each officer trained or provide remedial training until proficiency is demonstrated.
- H. The mandatory category, Vascular Neck Restraint, is a control technique characterized by vascular body compression, applying pressure to the vascular structures of the neck, with no compression of the respiratory structures of the throat, such as the trachea or the windpipe. The Vascular Neck Restraint, when properly applied by a trained law enforcement officer, is not a chokehold as defined in IC 35-41-3-3.

#### **IV. CERTIFIED INSTRUCTORS**

- A. Psychomotor skill instructors certified in physical tactics, hereby known as defensive tactics, (hereinafter referred to as “psychomotor skill instructors”) must complete a LETB-approved instructor course or courses that provides instructor-level training under each of the categories of mandatory defensive tactics instruction. This training shall be completed prior to providing any certified defensive tactics instruction under those categories.
- B. Psychomotor skill instructors who are not currently certified to instruct each of the mandatory categories of defensive tactics instruction, may only train the categories for which they hold current certification.
- C. Psychomotor skill instructors may only train the approved technique(s) for which they hold current certification.
- D. Psychomotor skill instructors previously certified to instruct all the mandatory categories of defensive tactics instruction will be re-issued a certificate as a Defensive Tactics Instructor.
- E. Psychomotor skill instructors who are not currently certified to instruct all the mandatory categories of defensive tactics instruction, shall have one (1) year from the effective date of this policy to obtain the training under subsection A, and submit a request for a re-issued certificate as a Defensive Tactics Instructor, or they forfeit instructor certification.
- F. Defensive tactics instructors shall document the approved technique or techniques, and the defensive tactics category or categories, trained for each defensive tactics course. This information will be documented on an Indiana Law Enforcement Academy’s Defensive Tactics In-Service Training form, and a copy maintained on file with the hiring or appointing law enforcement agency.
- G. Certified instructors are responsible for accurately documenting the defensive tactics training to maintain the instructor certificate.
- H. The re-issuance of instructor certificates will not affect the Term of Certification under 250 IAC 2-10-6.

# Response to Resistance

## 300.1 PURPOSE AND SCOPE

State MODIFIED

This policy provides **additional** guidelines on the reasonable use of force **apart from the Indiana Law Enforcement Training Board ( LETB ) Uniform Statewide Policy on Deadly Force**. While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, every member of this department is expected also to use these additional guidelines to make such decisions in a professional, impartial, and reasonable manner.

In addition to those **additional** methods, techniques, and tools set forth below, the guidelines for the reasonable application of force contained in this policy **and the LETB Uniform Statewide Policy on Deadly Force** shall apply to all policies addressing the potential use of force, including but not limited to the Control Devices and Conducted Energy Device policies.

### 300.1.1 DEFINITIONS

Federal MODIFIED

Definitions related to this policy include:

~~**Deadly force** - Force reasonably anticipated and intended to create a substantial likelihood of causing death or very serious injury.~~

**Feasible** - Reasonably capable of being done or carried out under the circumstances to successfully achieve the arrest or lawful objective without increasing risk to the officer or another person.

**Force** - The application of physical techniques or tactics, chemical agents, or weapons to another person. It is not a use of force when a person allows him/herself to be searched, escorted, handcuffed, or restrained.

**Imminent** - Ready to take place; impending. Note that imminent does not mean immediate or instantaneous. **An imminent danger may exist even if the suspect is not at that very moment pointing a weapon at someone. For example, an imminent danger may exist if an officer reasonably believes that the individual has a weapon or is attempting to access one and intends to use it against the officer or another person. An imminent danger may also exist if the individual is capable of causing serious bodily injury or death without a weapon, and the officer believes the individual intends to do so.**

**Totality of the circumstances** - All facts and circumstances known to the officer at the time, taken as a whole, including the conduct of the officer and the subject leading up to the use of force.

## 300.2 POLICY

Best Practice

The use of force by law enforcement personnel is a matter of critical concern, both to the public and to the law enforcement community. Officers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties.

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Officers must have an understanding of, and true appreciation for, their authority and limitations. This is especially true with respect to overcoming resistance while engaged in the performance of law enforcement duties.

The Goshen Police Department recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting officers with the authority to use reasonable force and to protect the public welfare requires monitoring, evaluation, and a careful balancing of all interests.

#### 300.2.1 DUTY TO INTERCEDE AND REPORT

**Federal** **MODIFIED**

Any officer present and observing ~~another law enforcement officer or a member using other than a sworn officer using force that is clearly beyond that which is objectively reasonable under the circumstances shall, when in a position to do so, intercede to prevent the use of unreasonable force.~~

~~a member other than a sworn officer using force that is clearly beyond that which is objectively reasonable under the circumstances shall, when in a position to do so, intercede to prevent the use of unreasonable force.~~

Any officer who observes another law enforcement officer or a member use force that is potentially beyond that which is objectively reasonable under the circumstances **and does not intercede** should report these observations to a supervisor as soon as feasible.

#### 300.2.2 PERSPECTIVE

**Best Practice**

When observing or reporting force used by a law enforcement officer, each officer should take into account the totality of the circumstances and the possibility that other law enforcement officers may have additional information regarding the threat posed by the subject.

### 300.3 USE OF FORCE

**Federal**

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.

The reasonableness of force will be judged from the perspective of a reasonable officer on the scene at the time of the incident. Any evaluation of reasonableness must allow for the fact that officers are often forced to make split-second decisions about the amount of force that reasonably appears necessary in a particular situation, with limited information and in circumstances that are tense, uncertain and rapidly evolving.

Given that no policy can realistically predict every possible situation an officer might encounter, officers are entrusted to use well-reasoned discretion in determining the appropriate use of force in each incident.

It is also recognized that circumstances may arise in which officers reasonably believe that it would be impractical or ineffective to use any of the tools, weapons or methods provided by this department. Officers may find it more effective or reasonable to improvise their response to rapidly

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~~Unfolding conditions that they are confronting. In such circumstances, the use of any improvised device or method must nonetheless be reasonable and utilized only to the degree that reasonably appears necessary to accomplish a legitimate law enforcement purpose.~~

## Response to Resistance

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While the ultimate objective of every law enforcement encounter is to avoid or minimize injury, nothing in this policy requires an officer to retreat or be exposed to possible physical injury before applying reasonable force.

### 300.3.1 ALTERNATIVE TACTICS - DE-ESCALATION

State **MODIFIED**

~~When circumstances reasonably permit, officers should use non-violent strategies and techniques to decrease the intensity of a situation, improve decision-making, improve communication, reduce the need for force, and increase voluntary compliance (e.g., summoning additional resources, formulating a plan, attempting verbal persuasion).~~

For guidance on de-escalation see the [LETB Uniform Statewide Policy on Deadly Force](#).

### 300.3.2 USE OF FORCE TO EFFECT AN ARREST

State **MODIFIED**

~~An officer may use reasonable force to (I.C. § 35-41-3-3):~~

~~(a) Effect a lawful arrest.~~

~~(b) Prevent escape.~~

For guidance on use of force to effect an arrest or prevent escape see the [LETB Uniform Statewide Policy on Deadly Force](#).

### 300.3.3 FACTORS USED TO DETERMINE THE REASONABLENESS OF FORCE

Federal

When determining whether to apply force and evaluating whether an officer has used reasonable force, a number of factors should be taken into consideration, as time and circumstances permit. These factors include but are not limited to:

- (a) Immediacy and severity of the threat to officers or others.
- (b) The conduct of the individual being confronted, as reasonably perceived by the officer at the time.
- (c) Officer/subject factors (e.g., age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of officers available vs. subjects).
- (d) The effects of suspected drug or alcohol use.
- (e) The individual's mental state or capacity.
- (f) The individual's ability to understand and comply with officer commands.
- (g) Proximity of weapons or dangerous improvised devices.
- (h) The degree to which the individual has been effectively restrained and his/her ability to resist despite being restrained.
- (i) The availability of other reasonable and feasible options and their possible effectiveness.
- (j) Seriousness of the suspected offense or reason for contact with the individual.
- (k) Training and experience of the officer.

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- (l) Potential for injury to officers, suspects, and others.
- (m) Whether the individual appears to be resisting, attempting to evade arrest by flight, or is attacking the officer.
- (n) The risk and reasonably foreseeable consequences of escape.
- (o) The apparent need for immediate control of the individual or a prompt resolution of the situation.



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- (p) Whether the conduct of the individual being confronted no longer reasonably appears to pose an imminent threat to the officer or others.
- (q) Prior contacts with the individual or awareness of any propensity for violence.
- (r) Any other exigent circumstances.

#### 300.3.4 PAIN COMPLIANCE TECHNIQUES

State MODIFIED

Pain compliance techniques may be effective in controlling a physically or actively resisting individual. Officers may only apply those pain compliance techniques for which they have successfully completed department-approved training. Officers utilizing any pain compliance technique should consider:

- (a) The degree to which the application of the technique may be controlled given the level of resistance.
- (b) Whether the individual can comply with the direction or orders of the officer.
- (c) Whether the individual has been given sufficient opportunity to comply.

The application of any pain compliance technique shall be discontinued once the officer determines that compliance has been achieved.

[For additional guidance on the use of defensive tactics see the LETB Uniform Statewide Defensive Tactics Training Program Policy.](#)

#### 300.3.5 CAROTID CONTROL HOLD

Best Practice MODIFIED

A carotid control hold is a technique designed to control an individual by temporarily restricting blood flow through the application of pressure to the side of the neck and, unlike a chokehold, does not restrict the airway. The proper application of the carotid control hold may be effective in restraining a violent or combative individual. However, due to the potential for injury, the use of the carotid control hold is limited to those circumstances where deadly force is authorized and is subject to the following:

- (a) At all times during the application of the carotid control hold, the response of the individual should be monitored. The carotid control hold should be discontinued when circumstances indicate that the application no longer reasonably appears necessary.
- (b) Any individual who has had the carotid control hold applied, regardless of whether he/she was rendered unconscious, shall be promptly examined by paramedics or other qualified medical personnel and should be monitored until such examination occurs.
- (c) The officer shall inform any person receiving custody, or any person placed in a position of providing care, that the individual has been subjected to the carotid control hold and whether the individual lost consciousness as a result.
- (d) Any officer attempting or applying the carotid control hold shall promptly notify a supervisor of the use or attempted use of such hold.

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- (e) The use or attempted use of the carotid control hold shall be thoroughly documented by the officer in any related reports.

#### 300.3.6 RESPIRATORY RESTRAINTS

State MODIFIED

~~The use of~~ If applied, a respiratory restraint, also known as ~~a chokehold~~, chokehold, is limited to circumstances where deadly force is authorized and if applied, is subject to the same guidelines and requirements as a carotid control hold.

#### 300.3.7 USE OF FORCE TO SEIZE EVIDENCE

Best Practice

In general, officers may use reasonable force to lawfully seize evidence and to prevent the destruction of evidence. However, officers are discouraged from using force solely to prevent a person from swallowing evidence or contraband. In the instance when force is used, officers should not intentionally use any technique that restricts blood flow to the head, restricts respiration or which creates a reasonable likelihood that blood flow to the head or respiration would be restricted. Officers are encouraged to use techniques and methods taught by the Goshen Police Department for this specific purpose.

#### 300.4 WARNINGS AND IDENTIFICATION BEFORE DEADLY FORCE APPLICATIONS

Federal MODIFIED

When reasonable, the officer shall, prior to the use of deadly force, make efforts to identify ~~him/herself~~ ~~themselves~~ ~~as themselves~~ as a peace officer and to warn that deadly force may be used, unless the officer has objectively reasonable grounds to believe the person is aware of those facts.

~~An officer should not use deadly force against a person whose actions are a threat solely to themselves or property.~~

~~Use of deadly force is justified in the following circumstances involving imminent threat or imminent risk:~~

- ~~(a) An officer may use deadly force to protect him/herself or others from what he/she reasonably believes is an imminent threat of death or serious bodily injury.~~
- ~~(b) An officer may use deadly force to stop a fleeing subject when the officer has probable cause to believe that the individual has committed, or intends to commit, a felony involving the infliction or threatened infliction of serious bodily injury or death, and the officer reasonably believes that there is an imminent risk of serious bodily injury or death to any other person if the individual is not immediately apprehended. Under such circumstances, a verbal warning should precede the use of deadly force, where feasible.~~

~~Imminent does not mean immediate or instantaneous. An imminent danger may exist even if the suspect is not at that very moment pointing a weapon at someone. For example, an imminent danger may exist if an officer reasonably believes that the individual has a weapon or is attempting to access one and intends to use it against the officer or another person. An imminent danger may~~

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~~also exist if the individual is capable of causing serious bodily injury or death without a weapon, and the officer believes the individual intends to do so (I.C. § 35-41-3-3).~~

#### 300.4.1 MOVING VEHICLES

**Best Practice**

Shots fired at or from a moving vehicle involve additional considerations and risks, and are rarely effective.

When feasible, officers should take reasonable steps to move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants.

~~An officer should only discharge a firearm at a moving vehicle or its occupants when the officer reasonably believes there are no other reasonable means available to avert the imminent threat of the vehicle, or if deadly force other than the vehicle is directed at the officer or others.~~

Officers should not shoot at any part of a vehicle in an attempt to disable the vehicle.

#### 300.5 REPORTING THE USE OF FORCE

**Best Practice** **MODIFIED**

Any use of force by a member of this department shall be documented promptly, completely, and accurately in the Response to Resistance report, depending on the nature of the incident. The officer should articulate the factors perceived and why he/she believed the use of force was reasonable under the circumstances.

To collect data for purposes of training, resource allocation, analysis, and related purposes, the Department may require the completion of additional report forms, as specified in department policy, procedure, or law. See the Report Preparation Policy for additional circumstances that may require documentation.

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### Response to Resistance Form (2022)

#### 300.5.1 NOTIFICATIONS TO SUPERVISORS

**Best Practice** **MODIFIED**

Supervisory notification shall be made as soon as practicable following the application of force in any of the following circumstances:

- (a) The application caused a visible injury.
- (b) The application would lead a reasonable officer to conclude that the individual may have experienced more than momentary discomfort.
- (c) The individual subjected to the force complained of injury or continuing pain.
- (d) The individual indicates intent to pursue litigation.
  
- (e) Any application of the conducted energy device or control device.
- (f) Any application of a restraint device other than handcuffs, shackles, or belly chains.
- (g) The individual subjected to the force was rendered unconscious.
- (h) An individual was struck or kicked.
  
- (i) An individual alleges unreasonable force was used or that any of the above has occurred.

#### 300.6 MEDICAL CONSIDERATIONS

**Best Practice**

Once it is reasonably safe to do so, medical assistance shall be obtained for any person who exhibits signs of physical distress, has sustained visible injury, expresses a complaint of injury or continuing pain, or was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until the individual can be medically assessed. Individuals should not be placed on their stomachs for an extended period, as this could impair their ability to breathe.

Based upon the officer's initial assessment of the nature and extent of the individual's injuries, medical assistance may consist of examination by an emergency medical services provider or medical personnel at a hospital or jail. If any such individual refuses medical attention, such a refusal shall be fully documented in related reports and, whenever practicable, should be witnessed by another officer and/or medical personnel. If a recording is made of the contact or an interview with the individual, any refusal should be included in the recording, if possible.

The on-scene supervisor or, if the on-scene supervisor is not available, the primary handling officer shall ensure that any person providing medical care or receiving custody of a person following any use of force is informed that the person was subjected to force. This notification shall include a description of the force used and any other circumstances the officer reasonably believes would

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~~be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).~~

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Individuals who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics, and imperviousness to pain, or who require a protracted physical encounter with multiple officers to be brought under control, may be at an increased risk of sudden death. Calls involving these persons should be considered medical emergencies. Officers who reasonably suspect a medical emergency should request medical assistance as soon as practicable and have medical personnel stage away.

See the Medical Aid and Response Policy for additional guidelines.

### **300.7 SUPERVISOR RESPONSIBILITIES**

**Best Practice** **MODIFIED**

A supervisor should respond to a reported application of force resulting in visible injury, if reasonably available. When a supervisor is able to respond to an incident in which there has been a reported application of force, the supervisor is expected to:

- (a) Obtain the basic facts from the involved officers. Absent an allegation of misconduct or excessive force, this will be considered a routine contact in the normal course of duties.
- (b) Ensure that any injured parties are examined and treated.
- (c) Once any initial medical assessment has been completed or first aid has been rendered, ensure that photographs have been taken of any areas involving visible

injury or complaint of pain, as well as overall photographs of uninjured areas.

1. These photographs should be retained until all potential for civil litigation has expired.
- (d) Identify any witnesses not already included in related reports.
- (e) Review and approve all related reports.
- (f) Determine if there is any indication that the individual may pursue civil litigation.
  1. If there is an indication of potential civil litigation, the supervisor should complete and route a notification of a potential claim through the appropriate channels.
- (g) The Review Board evaluates the circumstances surrounding the incident and can initiate an administrative investigation if there is a question of policy noncompliance or if for any reason further investigation may be appropriate.

In the event that a supervisor is unable to respond to the scene of an incident involving the reported application of force, the supervisor is still expected to complete as many of the above items as circumstances permit.

#### **300.7.1 SHIFT SUPERVISOR'S RESPONSIBILITY**

**Best Practice** **MODIFIED**

The Shift Supervisor shall review each use of force by any personnel within their command prior to the end of his/her tour of duty to ensure compliance with this policy and to address any training issues.

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#### **300.8 TRAINING**

**Best Practice**

Officers shall receive training on this policy and demonstrate their knowledge and understanding.

Subject to available resources, officers should receive periodic training on guidelines regarding vulnerable populations, including but not limited to children, elderly, pregnant persons, and individuals with physical, mental, or intellectual disabilities.

##### **300.8.1 TRAINING REQUIREMENTS**

**Best Practice** **MODIFIED**

Required annual training should include:

- (a) Legal updates.
- (b) De-escalation tactics, including alternatives to force.
- (c) The duty to intervene.
- (d) The duty to request and/or render medical aid.
  
- (e) Warning shots (see the LETB Uniform Statewide Policy on Deadly Force).
- (f) All other subjects covered in this policy (e.g., use of deadly force, chokeholds and carotid holds, discharge of a firearm at or from a moving vehicle, verbal warnings).

#### ~~**300.8 TRAINING**~~

~~**Best Practice** **MODIFIED**~~

~~Officers will receive periodic training on this policy and demonstrate their knowledge and understanding.~~

~~Subject to available resources, officers should receive periodic training on:~~

- ~~(a) Guidelines regarding vulnerable populations, including but not limited to children, elderly, pregnant persons, and individuals with physical, mental, or intellectual disabilities.~~
- ~~(b) De-escalation tactics, including alternatives to force.~~

#### **300.9 USE OF FORCE ANALYSIS**

**Best Practice** **MODIFIED**

At least annually, the Patrol Division Chief should prepare an analysis report on use of force incidents. The report should be submitted to the Chief of Police. ~~The report should not contain the names of officers, suspects, or case numbers, and should include:~~

- ~~(a) The identification of any trends in the use of force by members.~~
- ~~(b) Training needs recommendations.~~
- ~~(c) Equipment needs recommendations.~~
- ~~(d) Policy revision recommendations.~~



## Attachments

## 09 Response to Resistance Form (2022).pdf

# Response to Resistance Report

Date/Time: \_\_\_\_\_ / \_\_\_\_\_ Nature of Call/Incident: \_\_\_\_\_ Incident #: \_\_\_\_\_

## Incident Type:

Civil Disturbance       Suicidal       Suicide by Cop       Violent Suspect  
 Barricaded       Warrant       Other

Location:     Indoor     Outdoor     Jail     Other \_\_\_\_\_     Human     Animal

Person Affected: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Race: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

On Scene Supervisor: \_\_\_\_\_ Officer(s) Involved: \_\_\_\_\_

Charges(s): \_\_\_\_\_ Booked: (Y/N) \_\_\_\_\_ Photos: (Y/N) \_\_\_\_\_

If No Photos, Explain: \_\_\_\_\_

## Response Used: (Check All That Apply)

Physical       Less-Lethal       Firearm       Chemical  
 Taser       Impact Weapon       K-9       Other

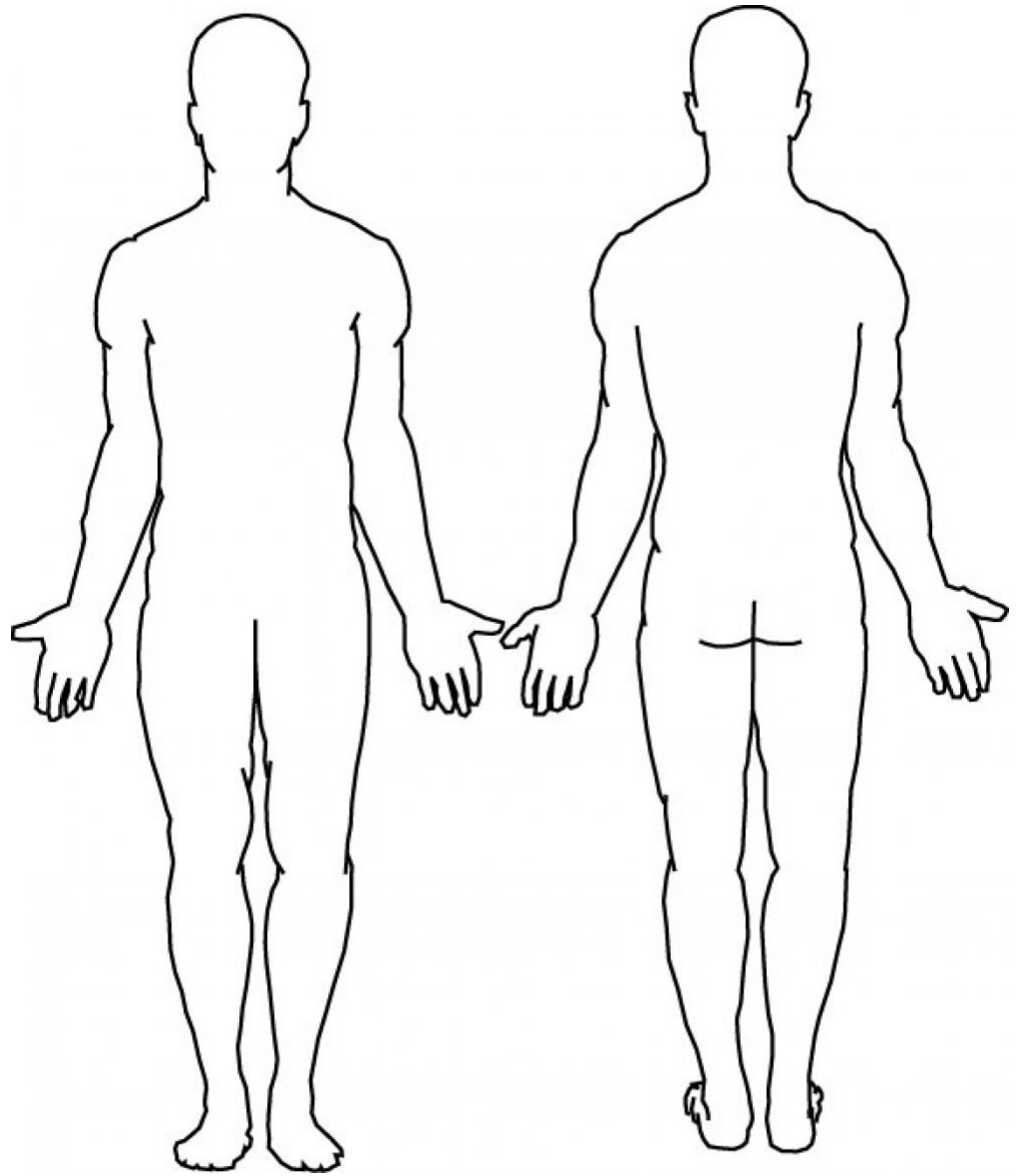
Explain Other: \_\_\_\_\_

Legend Options

Place Check(s) for General Areas of Application

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Physical Tactics	(PT)
Taser (Probes)	(TP)
Taser (stun)	(TS)
K-9	(K9)
Impact Weapons	(IW)
Other	(O)
The Wrap	(TW)



Nature of the Injuries and Medical Treatment Required (Be Specific):

Medical Facility: \_\_\_\_\_ Admitted: (Y/N) \_\_\_\_\_ Doctor: \_\_\_\_\_ Medical Exam: (Y/N) \_\_\_\_\_

Admitted for Psychiatric: (Y/N) \_\_\_\_\_ Suspect Under the Influence of: \_\_\_\_\_

Was an Officer, Police Employee, Volunteer, or Citizen Injured: (Y/N)\_\_\_\_ If yes, Describe Below:

**Complete the Following Portion if a Taser was Used:**

TASER: Dart Probe Contact: (Y/N)\_\_\_\_ Drive Stun Contact: (Y/N)\_\_\_\_ TASER Serial #: \_\_\_\_\_

TASER use: \_ Success / \_ Failure Suspect Wearing Heavy Clothes: (Y/N)\_\_\_\_

Number of Cartridges Fired:\_\_\_\_ Number of Cycles Applied:\_\_\_\_ Need for Additional Shot (Y/N)\_\_\_\_

Cartridge Serial Number: \_\_\_\_\_ If TASER Cartridge Unsuccessful, was Drive Stun Used: (Y/N)\_\_\_\_

Usage: \_ Arc Display Only \_ Laser Display Only \_ TASER Application \_ Verbal

Approximate Target Distance at Time of Launch: \_\_\_\_\_ Feet

Dart Contact Penetration Subject's Skin: (Y/N) \_\_\_\_ Probes Removed on Scene: (Y/N) \_\_\_\_

Taser Application Cause Injury: (Y/N) \_\_\_\_ If Yes, was Subject Treated for Injury: (Y/N) \_\_\_\_

Describe Subject Demeanor After Device Used or Displayed:

**Synopsis:**

\_\_\_\_\_  
**Officer Completing Report**

\_\_\_\_\_  
**Unit #**

\_\_\_\_\_  
**Approving OIC**

\_\_\_\_\_  
**Unit #**

## Response to Resistance Review Boards

### 301.1 PURPOSE AND SCOPE

This policy establishes a process for the Goshen Police Department to review the response to resistance by its members.

This review process shall be in addition to any other review or investigation that may be conducted by any outside or multi-agency entity having jurisdiction over the investigation or the evaluation of the response to resistance.

### 301.2 POLICY

The Goshen Police Department will objectively evaluate the response to resistance by its members to ensure that their authority is used appropriately and is consistent with training and policy.

### 301.3 REMOVAL FROM LINE DUTY ASSIGNMENT

~~Generally, w~~Whenever a member's actions or response to resistance in an official capacity, or while using department equipment, results in death or very serious injury to another, that member ~~will~~ may be placed in a temporary administrative assignment pending an administrative review. The Chief of Police may exercise discretion and choose not to place a member in an administrative assignment.

### 301.4 REVIEW BOARD

The Response to Resistance Review Board will be convened as soon as possible when the response to resistance by a member, results in very serious injury or death to another. ~~The board will be convened at minimum on a quarterly schedule in all other circumstances.~~

The Response to Resistance Review Board will also investigate and review the circumstances surrounding every discharge of a firearm, whether the member was on- or off-duty, excluding training or recreational use.

The Chief of Police may request the Response to Resistance Review Board to investigate the circumstances surrounding any response to resistance incident.

The appropriate Division Chief will convene the Response to Resistance Review Board as necessary. It will be the responsibility of the ~~Division Chief or supervisor~~ Captain of the involved

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### *Response to Resistance Review Boards*

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member to notify the Administration of any incidents requiring board review. The involved member's ~~Division Chief Captain or supervisor~~ will also ensure that all relevant reports, documents, and materials are available for consideration and review by the board.

#### 301.4.1 COMPOSITION OF THE BOARD

The Administration should staff the Response to Resistance Review Board with a minimum of ~~three~~ five individuals from the following, as appropriate:

- ~~• Command staff representative from the involved member's chain of command~~
- At least two Patrol Captains, preferably all three Patrol Captains
- Training Lieutenant
- Head Trainer of Training Division
- A law enforcement officer from an outside law enforcement agency, as appropriate.
- Department instructor for the type of weapon, device or technique used.

~~The appropriate Division Chief or Assistant Chief~~ The Head Trainer of the Training Division will serve as chairperson.

#### 301.4.2 RESPONSIBILITIES OF THE BOARD

The Response to Resistance Review Board is empowered to conduct an administrative review and inquiry into the circumstances of an incident.

The board members may request further investigation, request reports be submitted for the board's review, call persons to present information and request the involved member to appear if it does not extend to the level of a criminal or internal investigation. The involved member will be notified of the meeting of the board.

If the incident involves potential criminal charges against the officer/officers involved, the Chief of Police will delay its review until after completion of any criminal investigation, review by any prosecutorial body, filing of criminal charges, the decision not to file criminal charges or any other action. The board should be provided all relevant available material from these proceedings for its consideration.

The review shall be based upon those facts which were reasonably believed or known by the officer at the time of the incident, applying any legal requirements, department policies, procedures, and approved training to those facts. Facts later discovered but unknown to the involved member at the time shall neither justify nor call into question a member's decision regarding the response to resistance.



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### *Response to Resistance Review Boards*

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Any questioning of the involved member conducted by the board will be in accordance with Goshen Police Department disciplinary procedures, the Personnel Complaints Policy, the current collective bargaining agreement and any applicable state or federal law.

The board shall make one of the following recommended findings:

- (a) The member's actions were within department policy and procedure.
- (b) The member's actions require additional remedial training.
- (c) The member's actions were in violation of department policy and procedure.

A recommended finding requires a majority vote of the board. *Each board member's vote shall be polled and noted when the consensus is not unanimous. All dissenting opinions differing from the majority vote shall be noted in the board's determination by the chairperson.* The board may also recommend additional investigations or reviews, such as disciplinary investigations, training reviews to consider whether training should be developed or revised, and policy reviews, as may be appropriate. The board chairperson will submit the written recommendation to the ~~Chief of Police~~ *appropriate Division Chief.*

The appropriate Division Chief shall review the *board's recommendation and forward to the Chief of Police. Should the Division Chief decide further review is needed, the chairperson shall submit a written document to define the board's finding, within 14 days. The Chairperson will review the report with the Chief of Police, Assistant Chief of Police and both Division Chiefs to make a final determination as to whether the member's actions were within policy and procedure and shall communicate those findings to the Chief of Police to determine whether any additional actions, investigations or reviews are appropriate. If the Chief of Police concludes that discipline should be considered, a disciplinary process will be initiated.*

At the conclusion of any additional reviews, copies of all relevant reports and information will be filed with the Chief of Police.

# Handcuffing and Restraints

## 302.1 PURPOSE AND SCOPE

Best Practice

This policy provides guidelines for the use of handcuffs and other restraints during detentions and arrests.

## 302.2 POLICY

State MODIFIED

The Goshen Police Department authorizes the use of restraint devices in accordance with this policy, the [Response to Resistance Use of Force Policy](#), ~~the LETB~~ [the Uniform LETB Uniform Statewide policies on Deadly Force and Defensive Tactics Training Program](#), and department training. [Restraint devices shall not be used to punish, to display authority, or as a show of force.](#)

## 302.3 USE OF RESTRAINTS

Best Practice MODIFIED

Only members who have successfully completed Goshen Police Department-approved training on the use of restraint devices described in this policy are authorized to use these devices.

When deciding whether to use any restraint, officers should rely on the training provided to them by department instructors and/or Indiana Law Enforcement Academy staff, recognizing there may be situations that require alternative restraint methods.

### 302.3.1 RESTRAINT OF DETAINEES

Best Practice

Situations may arise where it may be reasonable to restrain a person who may, after brief investigation, be released without arrest. Unless arrested, the use of restraints on detainees should continue only for as long as is reasonably necessary to ensure the safety of officers and others. When deciding whether to remove restraints from a detainee, officers should continuously weigh the safety interests at hand against the continuing intrusion upon the detainee.

### 302.3.2 RESTRAINT OF PREGNANT PERSONS

Best Practice MODIFIED

Persons who are known to be pregnant should be restrained in the least restrictive manner that is effective for officer safety.

No person who is in labor, delivery, or recovery after delivery shall be handcuffed or restrained except in extraordinary circumstances and only when a supervisor makes an individualized determination that such restraints are necessary for the safety of the arrestee, officers, or others.

### 302.3.3 RESTRAINT OF JUVENILES

Best Practice

## *Handcuffing and Restraints*

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A juvenile under 14 years of age should generally not be restrained unless he/she is suspected of a dangerous felony or when the officer has a reasonable suspicion that the juvenile may resist, attempt escape, injure him/herself, injure the officer, or damage property.

### 302.3.4 NOTIFICATIONS

**Best Practice**

Whenever an officer transports a person with the use of restraints other than handcuffs, the officer shall inform the jail staff upon arrival at the jail that restraints were used. This notification should include information regarding any other circumstances the officer reasonably believes would be potential safety concerns or medical risks to the person (e.g., prolonged struggle, extreme agitation, impaired respiration) that may have occurred prior to, or during, transportation to the jail.

### 302.4 APPLICATION OF HANDCUFFS OR PLASTIC CUFFS

**Best Practice** **MODIFIED**

Handcuffs, including temporary nylon or plastic cuffs, may be used only to restrain a person's hands to ensure officer safety.

In most situations, handcuffs should be applied with the hands behind the person's back. When feasible, handcuffs should be double-locked to prevent tightening, which may cause undue discomfort or injury to the hands or wrists.

In situations where one pair of handcuffs does not appear sufficient to restrain the person or may cause unreasonable discomfort due to the person's size, officers should consider alternatives, such as using an additional set of handcuffs or multiple plastic cuffs.

Handcuffs should be removed as soon as it is reasonable or after the person has been searched and is safely confined within a detention facility.

### 302.5 APPLICATION OF SPIT HOODS

**Best Practice**

Spit hoods are temporary protective devices designed to prevent the wearer from biting and/or transferring or transmitting fluids (saliva and mucous) to others.

Spit hoods may be placed upon persons in custody when the officer reasonably believes the person will bite or spit, either on a person or in an inappropriate place. They are generally used during application of a physical restraint, while the person is restrained, or during or after transport.

Officers utilizing spit hoods should ensure that the spit hood is fastened properly to allow for adequate ventilation and that the restrained person can breathe normally. Officers should provide assistance during the movement of a restrained person due to the potential for impairing or distorting that person's vision. Officers should avoid comingling those wearing spit hoods with other detainees.

Spit hoods should not be used in situations where the restrained person is bleeding profusely from the area around the mouth or nose, or if there are indications that the person has a medical condition, such as difficulty breathing or vomiting. In such cases, prompt medical care should be

## *Handcuffing and Restraints*

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obtained. If the person vomits while wearing a spit hood, the spit hood should be promptly removed and discarded. Persons who have been sprayed with oleoresin capsicum (OC) spray should be thoroughly decontaminated, including hair, head and clothing, prior to application of a spit hood.

Those who have been placed in a spit hood should be continually monitored and shall not be left unattended until the spit hood is removed. Spit hoods shall be discarded after each use.

### **302.6 APPLICATION OF AUXILIARY RESTRAINT DEVICES**

**Best Practice**

Auxiliary restraint devices include transport belts, waist or belly chains, transportation chains, leg irons and other similar devices. Auxiliary restraint devices are intended for use during long-term restraint or transportation. They provide additional security and safety without impeding breathing, while permitting adequate movement, comfort and mobility.

Only department-authorized devices may be used. Any person in auxiliary restraints should be monitored as reasonably appears necessary.

### **302.7 APPLICATION OF LEG RESTRAINT DEVICES**

**Best Practice**

Leg restraints may be used to restrain the legs of a violent or potentially violent person when it is reasonable to do so during the course of detention, arrest or transportation. Only restraint devices approved by the Department shall be used.

In determining whether to use the leg restraint, officers should consider:

- (a) Whether the officer or others could be exposed to injury due to the assaultive or resistant behavior of a person.
- (b) Whether it is reasonably necessary to protect the person from his/her own actions (e.g., hitting his/her head against the interior of the patrol vehicle, running away from the arresting officer while handcuffed, kicking at objects or officers).
- (c) Whether it is reasonably necessary to avoid damage to property (e.g., kicking at windows of the patrol vehicle).

#### **302.7.1 GUIDELINES FOR USE OF LEG RESTRAINTS**

**Best Practice** **MODIFIED**

When applying leg restraints the following guidelines should be followed:

- (a) A supervisor shall be notified as soon as practicable after the application of the leg restraint device.
- (b) Once applied, absent a medical or other emergency, restraints should remain in place until the officer arrives at the jail or other facility or the person no longer reasonably appears to pose a threat.

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- (c) Once secured, when practical, the person should be placed in a seated or upright position, secured with a seat belt, and shall not be placed on his/her stomach for an extended period, as this could reduce the person's ability to breathe.
- (d) The restrained person should be continually monitored by an officer while in the leg restraint. The officer should ensure that the person does not roll onto and remain on his/her stomach.
- (e) The officer should look for signs of labored breathing and take appropriate steps to relieve and minimize any obvious factors contributing to this condition.
- (f) When transported by emergency medical services, the restrained person should be accompanied by an officer when requested by medical personnel. The transporting officer should describe to medical personnel any unusual behaviors or other circumstances the officer reasonably believes would be potential safety or medical risks to the person (e.g., prolonged struggle, extreme agitation, impaired respiration).

### **302.8 REQUIRED DOCUMENTATION**

**Best Practice** **MODIFIED**

If a person is restrained and released without an arrest, the officer shall document the details of the detention and the need for handcuffs or other restraints in the officer's incident report.

If a person is arrested, the use of handcuffs or other restraints shall be documented in the related incident report.

Officers should document the following information in reports, as appropriate, when restraints other than handcuffs are used on a person:

- (a) The factors that led to the decision to use restraints.
- (b) Supervisor notification and approval of restraint use.
- (c) The types of restraint used.
- (d) The amount of time the person was restrained.
- (e) How the person was transported and the position of the person during transport.
- (f) Observations of the person's behavior and any signs of physiological problems.
- (g) Any known or suspected drug use or other medical problems.

### **302.9 TRAINING**

**Best Practice** **MODIFIED**

Subject to available resources, the Training Lieutenant should ensure that officers receive periodic training on the proper use of handcuffs and other restraints, including:

- (a) Proper placement and fit of handcuffs and other restraint devices approved for use by the Department.
- (b) Response to complaints of pain by restrained persons.
- (c) Options for restraining amputees or those with medical conditions or other physical conditions that may be aggravated by being restrained.

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## Control Devices

### 303.1 PURPOSE AND SCOPE

**Best Practice**

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

### 303.2 POLICY

**State**

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, the ~~Response to Resistance Use of Force~~ Policy, and the LETB Uniform Statewide policies on Deadly Force and Defensive Tactics Training Program. 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

**Best Practice**

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

**Best Practice**

#### 303.4.1 TRAINING LIEUTENANT RESPONSIBILITIES

**Best Practice** **MODIFIED**

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

**Best Practice** **MODIFIED**

## Control Devices

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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.

### 303.5 BATON GUIDELINES

**Best Practice** **MODIFIED**

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

**Best Practice** **MODIFIED**

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

**Best Practice**

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

**Best Practice**

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.



## Control Devices

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### 303.7.2 PEPPER PROJECTILE SYSTEMS

**Best Practice** **MODIFIED**

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 ensure that all notifications and reports are completed as required by the [Response to Resistance Use of Force Policy](#) and the [LETB Uniform Statewide Policy on Deadly Force](#).

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

**Best Practice**

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

**Best Practice** **MODIFIED**

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

**Best Practice**

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

**Best Practice**

## Control Devices

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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.
- (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

**Best Practice**

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

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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

**Best Practice**

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 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

**Best Practice** **MODIFIED**

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 and~~ Policy and the LETB ~~the LETB~~ Uniform Statewide policies on Deadly Force and Defensive Tactics Training Program will be provided remedial training. If a member cannot demonstrate proficiency with a control device or knowledge of the Response to Resistance Policy and the LETB Uniform Statewide policies on Deadly Force and Defensive Tactics Training Program after ~~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

**State** **MODIFIED**

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Any application of a control device shall be documented in the related incident report and reported pursuant to the Response to Resistance [and the LETB Uniform Statewide Policy on Deadly Force](#).

# Conducted Energy Device

## 304.1 PURPOSE AND SCOPE

Best Practice

This policy provides guidelines for the issuance and use of the conducted energy device (CED).

## 304.2 POLICY

Best Practice

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

## 304.3 ISSUANCE AND CARRYING CEDS

Best Practice MODIFIED

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

CEDs 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 CED and cartridges that have been issued by the Department. All devices must be inspected and approved by the Training Lieutenant or designee. Cartridges should not be used after the manufacturer's expiration date.

Uniformed officers who have been issued the CED shall wear the device in an approved holster.

Members carrying the CED should perform a spark test prior to every shift.

When carried while in uniform, officers shall carry the CED in a position as to not be confused with a firearm.

- (a) Whenever practicable, officers should carry additional cartridges on their person when carrying the CED.
- (b) Officers shall be responsible for ensuring that the issued CED is properly maintained and in good working order.
- (c) Officers should not hold a firearm and the CED at the same time.

Non-uniformed officers may secure the CED in a concealed, secure location in the driver's compartment of their vehicles.

### 304.3.1 USER RESPONSIBILITIES

Best Practice MODIFIED

Officers shall be responsible for ensuring that the issued CED is properly maintained and in good working order. This includes a function test and battery life monitoring, as required by the manufacturer, and should be completed prior to the beginning of the officer's shift.

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CEDs that are damaged or inoperative, or cartridges that are expired or damaged, shall be returned to the Taser Instructor for disposition. Officers shall submit documentation stating the reason for the return and how the CED or cartridge was damaged or became inoperative, if known.

### 304.4 VERBAL AND VISUAL WARNINGS

**Best Practice**

A verbal warning of the intended use of the CED 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 CED may be deployed.

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, activate any warning on the device, which may include display of the electrical arc, an audible warning, or the laser in a further attempt to gain compliance prior to the application of the CED. The 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 CED in the related report.

### 304.5 USE OF THE CED

**Best Practice** **MODIFIED**

The CED has limitations and restrictions requiring consideration before its use. The CED should only be used when its operator can safely deploy the device within its operational range. Although the CED may be 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 CED

**Best Practice**

The CED may be used when the circumstances reasonably perceived by the officer at the time indicate that such application reasonably appears necessary to control a person who:

- (a) Is violent or is physically resisting.
- (b) 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, themselves, or others.

Mere flight from a pursuing officer, without additional circumstances or factors, is not good cause for the use of the CED to apprehend an individual.

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

#### 304.5.2 SPECIAL DEPLOYMENT CONSIDERATIONS

**Best Practice** **MODIFIED**

## Conducted Energy Device

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The use of the CED on certain individuals should generally 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 potential 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.
- (e) Individuals known to have been recently sprayed with a flammable chemical agent or who are otherwise known to be in close proximity to any known combustible vapor or flammable material, including alcohol-based oleoresin capsicum (OC) spray.
- (f) Individuals whose position or activity is likely to result in collateral injury (e.g., falls from height, located in water, operating vehicles).

Any CED capable of being applied in the drive-stun mode (i.e., direct contact without probes as a primary form of pain compliance) 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

**Best Practice** **MODIFIED**

Recognizing that the dynamics of a situation and movement of the subject may affect target placement of probes, when practicable, officers should attempt to target the back, lower center mass, and upper legs of the subject, and avoid intentionally targeting the head, neck, area of the heart, or genitals. If circumstances result in one or more probes inadvertently striking an area outside of the preferred target zones, the individual should be closely monitored until examined by paramedics or other medical personnel.

### 304.5.4 MULTIPLE APPLICATIONS OF THE CED

**Best Practice** **MODIFIED**

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

If the first application of the CED 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 CED, 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.

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- (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

**Best Practice** **MODIFIED**

Officers should take appropriate actions to control and restrain the individual to minimize the need for longer or multiple exposures to the CED. 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 and wire, should be disposed according to training in the biohazard bin located in the evidence processing area.

### 304.5.6 DANGEROUS ANIMALS

**Best Practice**

The CED may be deployed against an animal if the animal reasonably appears to pose an imminent threat to human safety.

### 304.5.7 OFF-DUTY CONSIDERATIONS

**Best Practice** **MODIFIED**

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

Officers shall ensure that CEDs 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

**Best Practice** **MODIFIED**

Officers shall document all CED discharges in the related arrest/crime reports and the Response to Resistance forms. **Photographs should be taken of any obvious probe impact or drive-stun application sites and attached to the Response to Resistance report form.** Notification shall also be made to a supervisor in compliance with the Response to Resistance Policy and the **LETB Uniform Statewide Policy on Deadly Force.** **Unintentional discharges, pointing the device at a person, audible warning, 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.~~ **Data downloads from the CED after use on a subject should be done as soon as practicable using a department-approved process to preserve the data.**

### 304.6.1 CED REPORT FORM

**Best Practice** **MODIFIED**

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

- (a) The type, brand, and serial number of CED.
- (b) Date, time and location of the incident.



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- (c) Whether any display, laser or arc deterred a subject and gained compliance.
- (d) The number of CED activations.
- (e) The range at which the CED 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 also conduct audits of data downloads and reconcile CED report forms with recorded activations. ~~CED information and statistics, with identifying information removed, should periodically be made available to the public.~~

### 304.6.2 REPORTS

**Best Practice**

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

- (a) Identification of all personnel firing CEDs
- (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

**Best Practice** **MODIFIED**

Consistent with local medical personnel protocols and absent extenuating circumstances, only appropriate medical personnel or officers in accordance with training, should remove CED probes from a person's body. Used CED 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 CED 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.

## Conducted Energy Device

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- (c) The person reasonably appears to be in need of medical attention.
- (d) The CED 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 CED (see the Medical Aid and Response Policy).

### 304.8 SUPERVISOR RESPONSIBILITIES

Best Practice MODIFIED

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

A supervisor should review each incident where a person has been exposed to an activation of the CED. 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

State MODIFIED

Personnel who are authorized to carry the CED shall be permitted to do so only after successfully completing the initial department-approved training. ~~Any personnel carrying the CED must be initially certified with the device and attend annual training prior to carrying or using the device~~ Any personnel who have not carried the CED as a part of their assignments for a period of six months or more shall be recertified by a qualified CED instructor prior to again carrying or using the device.

Proficiency training for personnel who have been issued CEDs 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 CEDs will be documented in the officer's training files.

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

Officers who do not carry CEDs 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 CEDs have received initial and annual proficiency training. Periodic audits should be used for verification.

## Conducted Energy Device

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Application of CEDs during training could result in injuries ~~or exposures~~ and should not be mandatory for certification.

The Training Lieutenant or designee should ~~ensure that all training~~

~~includes:~~ include the following training:

- (a) A review of this policy.
- (b) A review of the Response to Resistance and the LETB Uniform Statewide policies on Deadly Force and Defensive Tactics Training Program.
- (c) Performing weak-hand draws or cross-draws until proficient 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~~ to the head, neck, ~~chest~~ area of the heart, and groin.
- (e) Scenario-based training, including virtual reality training when available.
- (f) Handcuffing a subject during the application of the CED and transitioning to other force options.
- (g) De-escalation techniques.
- (h) Restraint techniques that do not impair respiration following the application of the CED.
- (i) Proper use of cover and concealment during deployment of the CED for purposes of officer safety.
- (j) Proper tactics and techniques related to multiple applications of CEDs.

# Officer-Involved Deadly Force Incidents

## 305.1 PURPOSE AND SCOPE

Best Practice MODIFIED

The purpose of this policy is to establish policy and procedures for the investigation of an incident in which a person is injured or dies as the result of an officer-involved deadly force incident.

In other incidents not covered by this policy, the Chief of Police may decide that the investigation will follow the process provided in this policy.

## 305.2 POLICY

Best Practice MODIFIED

The policy of the Goshen Police Department is to ensure that officer-involved deadly force incidents are investigated in a thorough, fair and impartial manner.

## 305.3 TYPES OF INVESTIGATIONS

Best Practice MODIFIED

Officer-involved deadly force incidents involve several separate investigations. The investigations may include:

- A criminal investigation of the suspect's actions.
- A criminal investigation of the involved officer's actions.
- An administrative investigation as to policy compliance by involved officers.
- A civil investigation to determine potential liability.

## 305.4 CONTROL OF INVESTIGATIONS

Best Practice MODIFIED

Investigators from the Elkhart County Homicide Unit may be assigned to work on the criminal investigation of officer-involved deadly force incidents. This may include at least one investigator from the agency that employs the involved officer.

Jurisdiction is determined by the location of the incident involving officer involved in deadly force and the agency employing the involved officer. The following scenarios outline the jurisdictional responsibilities for investigating officer-involved deadly force incidents.

### 305.4.1 CRIMINAL INVESTIGATION OF SUSPECT ACTIONS

Best Practice

The investigation of any possible criminal conduct by the suspect is controlled by the agency in whose jurisdiction the suspect's crime occurred. For example, Goshen Police Department would control the investigation if the suspect's crime occurred in Goshen.

If multiple crimes have been committed in multiple jurisdictions, identification of the agency that will control the investigation may be reached in the same way as with any other crime. The

## *Officer-Involved Deadly Force Incidents*

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investigation may be conducted by the agency in control of the criminal investigation of the involved officer, at the discretion of the Chief of Police and with concurrence from the other agency.

### 305.4.2 CRIMINAL INVESTIGATIONS OF OFFICER ACTIONS

**Best Practice** **MODIFIED**

The control of the criminal investigation into the involved officer's conduct during the incident will be determined by the employing agency's protocol. When an officer from this department is involved, the criminal investigation will be handled according to the Criminal Investigation section of this policy.

Requests made of this department to investigate an incident of officer-involved deadly force involving an outside agency's officer shall be referred to the Chief of Police or the authorized designee for approval.

### 305.4.3 ADMINISTRATIVE AND CIVIL INVESTIGATION

**Best Practice**

Regardless of where the incident occurs, the administrative and civil investigation of each involved officer is controlled by the respective employing agency.

## **305.5 INVESTIGATION PROCESS**

**Best Practice** **MODIFIED**

The following procedures are guidelines used in the investigation of an officer-involved deadly force incident.

### 305.5.1 UNINVOLVED OFFICER RESPONSIBILITIES

**Best Practice** **MODIFIED**

Upon arrival at the scene of an officer-involved deadly force incident, the first uninvolved GPD officer will be the officer-in-charge and will assume the responsibilities of a supervisor until properly relieved. This officer should, as appropriate:

- (a) Secure the scene and identify and eliminate hazards for all those involved.
- (b) Take reasonable steps to obtain emergency medical attention for injured individuals.
- (c) Request additional resources from the Department or other agencies
- (d) Coordinate a perimeter or pursuit of suspects.
- (e) Check for injured persons and evacuate as needed.
- (f) Brief the supervisor upon arrival.

### 305.5.2 SUPERVISOR RESPONSIBILITIES

**Best Practice**

Upon arrival at the scene, the first uninvolved GPD supervisor should ensure completion of the duties as outlined above, plus:

- (a) Attempt to obtain a brief overview of the situation from any uninvolved officers.

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### *Officer-Involved Deadly Force Incidents*

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1. In the event that there are no uninvolved officers who can supply adequate overview, the supervisor should attempt to obtain a brief voluntary overview from one involved officer.
- (b) If necessary, the supervisor may administratively order any GPD officer to immediately provide public safety information necessary to secure the scene, identify injured parties and pursue suspects.
  1. Public safety information shall be limited to such things as outstanding suspect information, number and direction of any shots fired, perimeter of the incident scene, identity of known or potential witnesses and any other pertinent information.
  2. The initial on-scene supervisor should not attempt to order any involved officer to provide any information other than public safety information.
- (c) Provide all available information to the Shift Captain and Elkhart County 911 Center. If feasible, sensitive information should be communicated over secure networks.
- (d) Take command of and secure the incident scene with additional GPD members until properly relieved by another supervisor or other assigned personnel or investigator.
- (e) As soon as practicable, ensure that involved officers are transported (separately, if feasible) to a suitable location for further direction.
  1. Each involved GPD officer should be given an administrative order not to discuss the incident with other involved officers or GPD members pending further direction from a supervisor.
  2. When an involved officer's weapon is taken or left at the scene for other than officer-safety reasons (e.g., evidence), ensure that he/she is provided with a comparable replacement weapon or transported by other officers.

#### 305.5.3 SHIFT SUPERVISOR RESPONSIBILITIES

**Discretionary** **MODIFIED**

Upon learning of an officer-involved deadly force incident, the Shift Supervisor shall be responsible for coordinating all aspects of the incident until he/she is relieved by the Chief of Police or designee.

All outside inquiries about the incident shall be directed to the Shift Captain.

#### 305.5.4 NOTIFICATIONS

**Discretionary** **MODIFIED**

The following persons shall be notified as soon as practicable:

- Police Administration
- Outside agency investigators (if appropriate)
- Psychological/peer support personnel or Chaplain

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### *Officer-Involved Deadly Force Incidents*

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- Elkhart County Homicide Unit (if necessary)
- Involved officer's agency representative (if requested)
- Public Information Officer

#### 305.5.5 INVOLVED OFFICERS

State **MODIFIED**

The following shall be considered for the involved officer:

- (a) The Department will accommodate an officer's request for legal representation.
  1. Involved GPD officers shall not be permitted to meet collectively or in a group with an attorney or any representative prior to providing a formal interview or report.
  2. Requests from involved non-GPD officers should be referred to their employing agency.
- (b) Discussions with licensed attorneys will be considered privileged as attorney-client communications (I.C. § 34-46-3-1).
- (c) Discussions with agency representatives will be privileged only as to the discussion of non-criminal information.
- (d) A licensed psychotherapist shall be provided by the Department to each involved GPD officer. A licensed psychotherapist may also be provided to any other affected GPD members, upon request.
  1. Interviews with a licensed psychotherapist will be considered privileged (I.C. § 34-46-3-1).
  2. An interview or session with a licensed psychotherapist may take place prior to the member providing a formal interview or report. However, the involved members shall not be permitted to consult or meet collectively or in a group with a licensed psychotherapist prior to providing a formal interview or report.
  3. A separate fitness-for-duty exam may also be required (see the Fitness for Duty Policy).
- (e) Communications with critical incident stress management services providers are generally confidential and may not be disclosed to a third party or in a criminal, civil, or administrative proceeding without a court order or as authorized by I.C. § 36-8-2.5-3.

Care should be taken to preserve the integrity of any physical evidence present on the involved officer's equipment or clothing, such as blood or fingerprints, until investigators or lab personnel can properly retrieve it.

Each involved GPD officer shall be given reasonable paid administrative leave following an officer-involved deadly force incident. It shall be the responsibility of the Shift Captain to make schedule adjustments to accommodate such leave.

#### 305.6 CRIMINAL INVESTIGATION

Best Practice **MODIFIED**

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### *Officer-Involved Deadly Force Incidents*

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The Elkhart County Homicide Unit or Indiana State Police is responsible for the criminal investigation into the circumstances of any officer-involved deadly force incident.

If available, investigative personnel from this department may be assigned to partner with investigators from outside agencies or the Prosecuting Attorney's Office to avoid duplicating efforts in related criminal investigations.

Once public safety issues have been addressed, criminal investigators should be given the opportunity to obtain a voluntary statement from involved officers and to complete their interviews. The following shall be considered for the involved officer:

- (a) GPD supervisors and Administrative Staff personnel should not participate directly in any voluntary interview of GPD officers. This will not prohibit such personnel from monitoring interviews or indirectly providing topics for inquiry.
- (b) If requested, any involved officer will be afforded the opportunity to consult individually with a representative of the officer's choosing or an attorney prior to speaking with criminal investigators. However, in order to maintain the integrity of each involved officer's individual statement, involved officers shall not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.
- (c) If any involved officer is physically, emotionally or otherwise not in a position to provide a voluntary statement when interviewed by criminal investigators, consideration should be given to allowing a reasonable period for the officer to schedule an alternate time for the interview.
- (d) Any voluntary statement provided by an involved officer will be made available for inclusion in any related investigation, including an administrative investigation. However, no administratively coerced statement will be provided to any criminal investigators unless the officer consents.

#### 305.6.1 REPORTS BY INVOLVED GPD OFFICERS

**Best Practice** **MODIFIED**

In the event that suspects remain outstanding or subject to prosecution for related offenses, this department shall retain the authority to require involved GPD officers to provide sufficient information for related criminal reports to facilitate the apprehension and prosecution of those individuals.

While the involved GPD officer may write the report, it is generally recommended that such reports be completed by assigned investigators, who should interview all involved officers as victims/witnesses. Since the purpose of these reports will be to facilitate criminal prosecution, statements of involved officers should focus on evidence to establish the elements of criminal activities by suspects. Care should be taken not to duplicate information provided by involved officers in other reports.

Nothing in this section shall be construed to deprive an involved GPD officer of the right to consult with legal counsel prior to completing any such criminal report.



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### *Officer-Involved Deadly Force Incidents*

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Reports related to the prosecution of criminal suspects will be processed according to normal procedures but should also be included for reference in the investigation of the officer-involved deadly force incident.

#### 305.6.2 WITNESS IDENTIFICATION AND INTERVIEWS

Federal MODIFIED

Because potential witnesses to an officer-involved deadly force incident may become unavailable or the integrity of their statements compromised with the passage of time, a supervisor should take reasonable steps to promptly coordinate with criminal investigators to utilize available law enforcement personnel for the following:

- (a) Identification of all persons present at the scene and in the immediate area.
  - 1. When feasible, a recorded statement should be obtained from those persons who claim not to have witnessed the incident but who were present at the time it occurred.
  - 2. Any potential witness who is unwilling or unable to remain available for a formal interview should not be detained absent reasonable suspicion to detain or probable cause to arrest. Without detaining the individual for the sole purpose of identification, attempts to identify the witness prior to his/her departure should be made whenever feasible.
- (b) Witnesses who are willing to provide a formal interview should be asked to meet at a suitable location where criminal investigators may obtain a recorded statement. Such witnesses, if willing, may be transported by a member of the Department.
  - 1. A written, verbal or recorded statement of consent should be obtained prior to transporting a witness. When the witness is a minor, consent should be obtained from the parent or guardian, if available, prior to transportation.
- (c) Promptly contacting the suspect's known family and associates to obtain any available and untainted background information about the suspect's activities and state of mind prior to the incident.

#### 305.6.3 INVESTIGATIVE PERSONNEL

Best Practice MODIFIED

Once notified of an officer-involved deadly force incident, it shall be the responsibility of the designated Investigation Division supervisor to assign appropriate investigative personnel to handle the investigation of related crimes.

All related department reports, except administrative and/or privileged reports, will be forwarded to the designated Investigation Division supervisor for approval. Privileged reports shall be maintained exclusively by members who are authorized such access. Administrative reports will be forwarded to the appropriate Administrator.

#### 305.7 ADMINISTRATIVE INVESTIGATION

State MODIFIED

## *Officer-Involved Deadly Force Incidents*

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In addition to all other investigations associated with an officer-involved deadly force incident this department will conduct an internal administrative investigation of involved GPD officers to determine conformance with department policy at the conclusion of the criminal investigation. This investigation will be conducted under the supervision of the Administrative Staff **and will be considered a confidential officer personnel file.**

Interviews ~~and interrogations~~ of members shall be subject to department policies and applicable laws.

- (a) Any officer involved in a deadly force incident may be requested or administratively compelled to provide a blood sample for alcohol/drug screening. Absent consent from the officer, such compelled samples and the results of any such testing shall not be disclosed to any criminal investigative agency.
- (b) If any officer has voluntarily elected to provide a statement to criminal investigators, the assigned administrative investigator should review that statement before proceeding with any further interview of that involved officer.
  - 1. If a further interview of the officer is deemed necessary to determine policy compliance, care should be taken to limit the inquiry to new areas with minimal, if any, duplication of questions addressed in the voluntary statement. The involved officer should be provided with a copy of the prior statement before proceeding with any subsequent interviews.
- (c) In the event that an involved officer has elected not to provide criminal investigators with a voluntary statement, the assigned administrative investigator shall conduct an administrative interview to determine all relevant information.
  - 1. Although this interview should not be unreasonably delayed, care should be taken to ensure that the officer's physical and psychological needs have been addressed before commencing the interview.
  - 2. If requested, the officer shall have the opportunity to select an uninvolved representative to be present during the interview. However, in order to maintain the integrity of each individual officer's statement, involved officers shall not consult or meet with a representative collectively or in groups prior to being interviewed.
  - 3. Administrative interviews should be recorded by the investigator. The officer may also record the interview.
  - 4. The officer shall be informed of the nature of the investigation. If an officer refuses to answer questions, the officer should be given the officer's *Garrity* rights and ordered to provide full and truthful answers to all questions. The officer shall be informed that the interview will be for administrative purposes only and that the statement cannot be used criminally.
  - 5. The Administrative Staff shall compile all relevant information and reports necessary for the Department to determine compliance with applicable policies.
  - 6. Regardless of whether the use of force is an issue in the case, the completed administrative investigation shall be submitted to the Response to Resistance Review Board, which will restrict its findings as to whether there was compliance

## Officer-Involved Deadly Force Incidents

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with the Response to Resistance Policy and the [LETB Uniform Statewide Policy on Deadly Force](#).

7. Any other indications of potential policy violations shall be determined in accordance with standard disciplinary procedures.

### 305.8 CIVIL LIABILITY RESPONSE

**Discretionary**

A member of this department may be assigned to work exclusively under the direction of the legal counsel for the Department to assist in the preparation of materials deemed necessary in anticipation of potential civil litigation.

All materials generated in this capacity shall be considered attorney work product and may not be used for any other purpose. The civil liability response is not intended to interfere with any other investigation but shall be given reasonable access to all other investigations.

### 305.9 AUDIO AND VIDEO RECORDINGS

**Best Practice** **MODIFIED**

Any officer involved in a deadly force incident at the request of the Elkhart County Prosecutor's Office will not be permitted to review available Mobile Audio/Video (MAV), body-worn video, or other video or audio recordings prior to providing a recorded statement or completing reports.

Upon request, non-law enforcement witnesses who are able to verify their presence and their ability to contemporaneously perceive events at the scene of an incident may also be permitted to review available MAV, body-worn video, or other video or audio recordings with the approval of assigned investigators or a supervisor.

Any MAV, body-worn video, and other known video or audio recordings of an incident should not be publicly released during an ongoing investigation without consulting the prosecuting attorney or City Attorney's Office, as appropriate.

### 305.10 DEBRIEFING

**Best Practice** **MODIFIED**

Following an officer-involved deadly force incident, the Goshen Police Department should conduct both a critical incident/stress debriefing and a tactical debriefing. Critical Incident Stress Debriefing and a tactical debriefing. See the Wellness Program Policy for guidance on Critical Incident Stress Debriefings.

#### 305.10.1 TACTICAL DEBRIEFING

**Best Practice** **MODIFIED**

A tactical debriefing should take place to identify any training or areas of policy that need improvement. The Chief of Police or designee should identify the appropriate participants. This debriefing should not be conducted until all involved members have provided recorded or formal statements to the criminal and/or administrative investigators.

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### **305.11 MEDIA RELATIONS**

**Best Practice** **MODIFIED**

Any media release shall be prepared with input and concurrence from the supervisor and the department representative responsible for each phase of the investigation.

No involved GPD officer shall make any comment to the media unless he/she is authorized by the Chief of Police or designee.

Department members receiving inquiries regarding officer-involved deadly force incidents occurring in other jurisdictions shall refrain from public comment and will direct those inquiries to the agency having jurisdiction and primary responsibility for the investigation.

### **305.12 REPORTING**

**Best Practice** **MODIFIED**

If the death of an individual occurs in the Goshen Police Department jurisdiction and qualifies to be reported to the state as a justifiable homicide or an in-custody death, the Administration will ensure that the Administrative Assistant is provided with enough information to meet the reporting requirements (210 I.A.C. 3-1-2).

# Firearms

## 306.1 PURPOSE AND SCOPE

Best Practice MODIFIED

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

Best Practice

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

Best Practice MODIFIED

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

Best Practice MODIFIED

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

### 306.3.2 PATROL RIFLES

Best Practice MODIFIED

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:

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### Firearms

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- (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.
- (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

**Discretionary** **MODIFIED**

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

**Discretionary** **MODIFIED**

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.

## Firearms

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- (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.
- (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

**Best Practice** **MODIFIED**

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

**Best Practice**

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

**Best Practice**

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 personally owned firearm shall be done at the member's expense and must be approved by the Training Lieutenant.

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### 306.4.2 HOLSTERS

**Best Practice**

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

**Best Practice** **MODIFIED**

Tactical lights may only be installed on an approved 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.

### 306.4.4 OPTICS

**Best Practice** **MODIFIED**

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

**Best Practice** **MODIFIED**

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.



## Firearms

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- (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

Best Practice MODIFIED

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.

### 306.5.2 STORAGE AT HOME

Best Practice MODIFIED

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

Best Practice

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

State MODIFIED

All members who carry a firearm while on-duty are required to successfully complete training with their duty firearms. In addition to training, all members will qualify at least once per year with their duty firearms. Members will qualify with off-duty and secondary firearms at least once a year. 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.

## Firearms

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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

**Best Practice** **MODIFIED**

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
  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

**State** **MODIFIED**

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. make a verbal report to their supervisor as soon as circumstances permit. If the discharge results in injury or death to another person, additional statements and reports 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 [and the LETB Uniform Statewide Policy on Deadly Force](#).

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 their ~~supervisor and Police Administration~~ [Division Chief](#) 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~~.

## Firearms

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### 306.7.1 DESTRUCTION OF ANIMALS

**Best Practice**

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, conducted energy 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, becomes impractical, or if the animal reasonably appears to pose an imminent threat to human safety.

### 306.7.2 INJURED ANIMALS

**Best Practice**

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

**Best Practice** **MODIFIED**

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.

### 306.7.4 WARNING SHOTS

**Agency Content**

Warning shots are strictly prohibited.

## 306.8 TRAINING LIEUTENANT OR DESIGNEE'S DUTIES

**Best Practice** **MODIFIED**

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 and will submit the roster to the Training Division for record keeping. 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 has the responsibility of making periodic inspection 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 the member's personally owned firearm;

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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 documentation and submit to the Training Division 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.

### **306.9 FLYING WHILE ARMED**

#### **Federal**

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 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.

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- (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**

##### **Federal**

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).

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.

## Vehicle Pursuits

### 307.1 PURPOSE AND SCOPE

#### Best Practice

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

##### State

Definitions related to this policy include:

**Authorized emergency vehicle or emergency vehicle** - Vehicles operated by a police agency, department or office, or the Department of Corrections, that are designated and used as an authorized emergency vehicle in accordance with I.C. § 9-21-20 and properly equipped with red and blue signal lamps and/or a siren, whistle, or bell as required/permitted by I.C. § 9-19.

**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 roadblock.

**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.

**Lawful intervention technique or pursuit intervention** - 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, the precision immobilization technique (PIT), ramming, or roadblock procedures (I.C. § 9-21-1-0.5).

**Precision immobilization technique (PIT)** - A low-speed maneuver designed to cause the suspect vehicle to spin out, stall, and come to a stop.

**Primary pursuing officer** – The officer in the lead police vehicle during a pursuit.

**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 in compliance with this policy.

**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 Pursuits

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**Vehicle pursuit** - An event involving one or more law enforcement officers attempting to apprehend a suspect, who is attempting to avoid detention, apprehension, or arrest by an identified law enforcement officer 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

**Best Practice**

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

**State**

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

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

**State**

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.

## Vehicle Pursuits

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- (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) Whether the identity of the suspect has been verified and whether 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, 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, hostages).
- (k) The availability of other resources, such as air support or vehicle locator or deactivation technology.
- (l) Whether 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

**Best Practice** **MODIFIED**

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.



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### Vehicle Pursuits

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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.
- (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

##### Agency Content

An officer may reinstate a vehicle pursuit without supervisor approval if the officer terminated the pursuit. An officer will require supervisor approval to reinstate any vehicle pursuit terminated by a supervisor.

#### 307.3.4 NOTIFICATIONS AFTER TERMINATING A PURSUIT

##### State MODIFIED

After the termination of a pursuit, the primary pursuing officer should make the following notifications:

- (a) Elkhart County 911 Center should be notified:
  - 1. Of the location where the pursuit was terminated
  - 2. Of the suspect's last known location and direction of travel
  - 3. If the pursuit is terminated by a lawful intervention technique
  - 4. If the pursuit results in injury or death
- (b) A supervisor should be notified:
  - 1. If the pursuit is ended by a lawful intervention technique
  - 2. If the pursuit resulted in an injury or death

#### 307.4 PURSUIT VEHICLES

##### State MODIFIED

## Vehicle Pursuits

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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 packaging whenever practicable. If a marked authorized emergency vehicle joins the pursuit, an officer operating an unmarked emergency vehicle shall relinquish the lead in a pursuit, when safe and feasible to do so, to the authorized emergency vehicle.

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

State **MODIFIED**

When involved in a pursuit, police department motorcycles should be replaced by marked four-wheel emergency vehicles or unmarked patrol police vehicle equipped with patrol lighting packages as soon as practicable.

If an authorized emergency vehicle joins the pursuit, an officer operating a motorcycle shall relinquish the lead in a pursuit, when safe and feasible to do so, to the authorized emergency vehicle or unmarked patrol vehicle equipped with patrol lighting packages.

### 307.4.2 VEHICLES WITHOUT EMERGENCY EQUIPMENT

State

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

State

The initial pursuing officer will be designated as the primary pursuit vehicle and will be responsible for the conduct of the pursuit unless the officer 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 the officer 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:

## Vehicle Pursuits

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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

**Best Practice**

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 the officer's 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

**Best Practice**

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

**Best Practice**

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

**Best Practice**

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.

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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.

### 307.6 SUPERVISORY CONTROL AND RESPONSIBILITIES

**Best Practice** **MODIFIED**

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

**Best Practice** **MODIFIED**

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.

## Vehicle Pursuits

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### 307.7 ELKHART COUNTY 911 CENTER

**Best Practice** **MODIFIED**

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

**Best Practice** **MODIFIED**

Upon notification or becoming aware that a pursuit has been initiated, the communications operator is responsible for:

- (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

**Best Practice**

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

**Best Practice** **MODIFIED**

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

**Best Practice**

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.

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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.

### 307.9.2 PURSUITS EXTENDING INTO THIS JURISDICTION

**Best Practice** **MODIFIED**

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.

## Vehicle Pursuits

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### 307.10 WHEN PURSUIT INTERVENTION IS AUTHORIZED

**Best Practice**

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.

#### 307.10.1 USE OF FIREARMS

**State**

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 shall 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.

#### 307.10.2 INTERVENTION STANDARDS

**State** **MODIFIED**

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. Intervention tactics should only be used by officers who have received training in the tactic.

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(c)):

- (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. Blocking or vehicle intercept should only be used 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.



## Vehicle Pursuits

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- (b) 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 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.
- (c) 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.
- (d) Tire deflation devices should be deployed only after consideration of those factors relevant to deciding whether to initiate or continue a pursuit and 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.
- (e) 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

**State**

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

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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.

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.

When practicable, officers other than the primary pursuing officer should arrest and transport the suspect to jail.

### 307.12 REPORTING REQUIREMENTS

**State**

All appropriate reports shall be completed to comply with appropriate laws and policies or procedures.

- (a) The primary pursuing officer shall complete appropriate crime/arrest reports.
- (b) The primary pursuing officer or supervisor shall complete the appropriate pursuit report.
- (c) Officers who deployed tire deflation devices, set up roadblocks, or applied other lawful intervention techniques shall report that information to the primary pursuing officer for documentation.
- (d) 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 and the LETB Uniform Statewide Policy on Deadly Force.
  7. Arrestee information, if applicable.
  8. Any injuries and/or medical treatment.
  9. Any property or equipment damage.
  10. Name of the supervisor at the scene or who handled the incident.

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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.
  - (e) After receiving copies of reports, logs, and other pertinent information, the Chief of Police or the authorized designee shall conduct or assign the completion of a post-pursuit review, as appropriate.
  - (f) 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

#### **Best Practice**

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.

#### 307.13.1 ADDITIONAL TRAINING

##### **State**

The Training Lieutenant shall make available annual training on any additional vehicle pursuit procedures, regulations, and rules of the Department, and the uniform statewide minimum standard for vehicle pursuits adopted by the Indiana Law Enforcement Training Board.

## Foot Pursuits

### 308.1 PURPOSE AND SCOPE

**Best Practice**

This policy provides guidelines to assist officers in making the decision to initiate or continue the pursuit of suspects on foot.

### 308.2 POLICY

**Best Practice**

It is the policy of this department that officers, when deciding to initiate or continue a foot pursuit, continuously balance the objective of apprehending the suspect with the risk and potential for injury to department members, the public or the suspect.

Officers are expected to act reasonably, based on the totality of the circumstances.

### 308.3 DECISION TO PURSUE

**Best Practice**

The safety of department members and the public should be the primary consideration when determining whether a foot pursuit should be initiated or continued. Officers must be mindful that immediate apprehension of a suspect is rarely more important than the safety of the public and department members.

Officers may be justified in initiating a foot pursuit of any individual that the officer reasonably believes is about to engage in, is engaging in or has engaged in criminal activity. The decision to initiate or continue such a foot pursuit, however, must be continuously re-evaluated in light of the circumstances presented at the time.

Mere flight by a person who is not suspected of criminal activity alone shall not serve as justification for engaging in an extended foot pursuit without the development of reasonable suspicion regarding the individual's involvement in criminal activity or being wanted by law enforcement.

Deciding to initiate or continue a foot pursuit is a decision that an officer must make quickly and under unpredictable and dynamic circumstances. It is recognized that foot pursuits may place department members and the public at significant risk. Therefore, no officer or supervisor shall be criticized or disciplined for deciding not to engage in a foot pursuit because of the perceived risk involved.

If circumstances permit, surveillance and containment are generally the safest tactics for apprehending fleeing persons. In deciding whether to initiate or continue a foot pursuit, an officer should continuously consider reasonable alternatives to a foot pursuit based upon the circumstances and resources available, such as:

- (a) Containment of the area.

## Foot Pursuits

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- (b) Saturation of the area with law enforcement personnel, including assistance from other agencies.
- (c) A canine search.
- (d) Thermal imaging or other sensing technology.
- (e) Air support.
- (f) Apprehension at another time when the identity of the suspect is known or there is information available that would likely allow for later apprehension, and the need to immediately apprehend the suspect does not reasonably appear to outweigh the risk of continuing the foot pursuit.

### 308.4 GENERAL GUIDELINES

**Best Practice**

When reasonably practicable, officers should consider alternatives to engaging in or continuing a foot pursuit when:

- (a) Directed by a supervisor to terminate the foot pursuit; such an order shall be considered mandatory.
- (b) The officer is acting alone.
- (c) Two or more officers become separated, lose visual contact with one another or obstacles separate them to the degree that they cannot immediately assist each other should a confrontation take place. In such circumstances, it is generally recommended that a single officer keep the suspect in sight from a safe distance and coordinate the containment effort.
- (d) The officer is unsure of his/her location and direction of travel.
- (e) The officer is pursuing multiple suspects and it is not reasonable to believe that the officer would be able to control the suspects should a confrontation occur.
- (f) The physical condition of the officer renders him/her incapable of controlling the suspect if apprehended.
- (g) The officer loses radio contact with the communications operator or with assisting or backup officers.
- (h) The suspect enters a building, structure, confined space, isolated area or dense or difficult terrain, and there are insufficient officers to provide backup and containment. The primary officer should consider discontinuing the foot pursuit and coordinating containment pending the arrival of sufficient resources.
- (i) The officer becomes aware of unanticipated or unforeseen circumstances that unreasonably increase the risk to officers or the public.

## Foot Pursuits

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- (j) The officer reasonably believes that the danger to the pursuing officers or public outweighs the objective of immediate apprehension.
- (k) The officer loses possession of his/her firearm or other essential equipment.
- (l) The officer or a third party is injured during the foot pursuit, requiring immediate assistance, and there are no other emergency personnel available to render assistance.
- (m) The suspect's location is no longer known.
- (n) The identity of the suspect is established or other information exists that will allow for the suspect's apprehension at a later time, and it reasonably appears that there is no immediate threat to department members or the public if the suspect is not immediately apprehended.
- (o) The officer's ability to safely continue the foot pursuit is impaired by inclement weather, darkness or other environmental conditions.

### 308.5 RESPONSIBILITIES IN FOOT PURSUITS

**Best Practice**

#### 308.5.1 INITIATING OFFICER RESPONSIBILITIES

**Best Practice**

Unless relieved by another officer or a supervisor, the initiating officer shall be responsible for coordinating the progress of the pursuit and containment. When acting alone and when practicable, the initiating officer should not attempt to overtake and confront the suspect but should attempt to keep the suspect in sight until sufficient officers are present to safely apprehend the suspect.

Early communication of available information from the involved officers is essential so that adequate resources can be coordinated and deployed to bring a foot pursuit to a safe conclusion. Officers initiating a foot pursuit should, at a minimum, broadcast the following information as soon as it becomes practicable and available:

- (a) Location and direction of travel
- (b) Call sign identifier
- (c) Reason for the foot pursuit, such as the crime classification
- (d) Number of suspects and description, to include name if known
- (e) Whether the suspect is known or believed to be armed with a dangerous weapon

Officers should be mindful that radio transmissions made while running may be difficult to understand and may need to be repeated.

Absent extenuating circumstances, any officer unable to promptly and effectively broadcast this information should terminate the foot pursuit. If the foot pursuit is discontinued for any reason,

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immediate efforts for containment should be established and alternatives considered based upon the circumstances and available resources.

When a foot pursuit terminates, the officer will notify the communications operator of his/her location and the status of the foot pursuit termination (e.g., suspect in custody, lost sight of suspect), and will direct further actions as reasonably appear necessary, to include requesting medical aid as needed for officers, suspects or members of the public.

#### 308.5.2 ASSISTING OFFICER RESPONSIBILITIES

**Best Practice** **MODIFIED**

Whenever any officer announces that he/she is engaged in a foot pursuit, all officers involved in the pursuit will remain on the primary channel. All other officers will be directed to utilize OPS 1 channel. At the conclusion of the pursuit, officers will be directed back to the primary channel.

#### 308.5.3 SUPERVISOR RESPONSIBILITIES

**Best Practice**

Upon becoming aware of a foot pursuit, the supervisor shall make every reasonable effort to ascertain sufficient information to direct responding resources and to take command, control and coordination of the foot pursuit. The supervisor should respond to the area whenever possible; the supervisor does not, however, need to be physically present to exercise control over the foot pursuit. The supervisor shall continuously assess the situation in order to ensure the foot pursuit is conducted within established department guidelines.

The supervisor shall terminate the foot pursuit when the danger to pursuing officers or the public appears to unreasonably outweigh the objective of immediate apprehension of the suspect.

Upon apprehension of the suspect, the supervisor shall promptly proceed to the termination point to direct the post-foot pursuit activity.

#### 308.6 REPORTING REQUIREMENTS

**State** **MODIFIED**

The initiating officer shall complete appropriate crime/arrest reports documenting, at a minimum:

- (a) Date and time of the foot pursuit.
- (b) Initial reason and circumstances surrounding the foot pursuit.
- (c) Course and approximate distance of the foot pursuit.
- (d) Alleged offenses.
- (e) Involved vehicles and officers.
- (f) Whether a suspect was apprehended as well as the means and methods used.
  1. Any use of force shall be reported and documented in compliance with the Response to Resistance and the [LETB Uniform Statewide Policy on Deadly Force](#).

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- (g) Arrestee information, if applicable.
- (h) Any injuries and/or medical treatment.
- (i) Any property or equipment damage.
- (j) Name of the supervisor at the scene or who handled the incident.
- (k) A preliminary determination that the pursuit appears to be in compliance with this policy or that additional review and/or follow-up is warranted.

Assisting officers taking an active role in the apprehension of the suspect shall complete supplemental reports as necessary or as directed.

~~In any case in which a suspect is not apprehended and there is insufficient information to support further investigation, a supervisor may authorize that the initiating officer need not complete a formal report.~~



# Canines

## 310.1 PURPOSE AND SCOPE

Best Practice

This policy establishes guidelines for the use of canines to augment law enforcement services in the community, including but not limited to locating individuals and contraband and apprehending criminal offenders.

## 310.2 POLICY

Best Practice

It is the policy of the Goshen Police Department that teams of handlers and canines meet and maintain the appropriate proficiency to effectively and reasonably carry out legitimate law enforcement objectives.

## 310.3 ASSIGNMENT

Best Practice MODIFIED

Canine teams should be assigned to the Patrol Division to function primarily in assist or cover assignments. However, they may be assigned by the Shift Captain or designee to other functions, such as routine calls for service, based on the current operational needs.

Canine teams should generally not be assigned to handle routine matters that will take them out of service for extended periods of time. If such assignment is necessary, it should only be made with the approval of the Shift Captain or Officer in Charge.

## 310.4 CANINE COORDINATOR

Best Practice MODIFIED

The canine coordinator shall be appointed by and directly responsible to the Patrol Division Chief or the authorized designee.

The responsibilities of the coordinator include, but are not limited to:

- (a) Reviewing all canine Response to Resistance reports to ensure compliance with policy and to identify training issues and other needs of the program.
- (b) Maintaining a liaison with command staff and functional supervisors.
- (c) Maintaining a liaison with other agency canine coordinators.
- (d) Maintaining accurate records to document canine activities.
- (e) Recommending and overseeing the procurement of equipment and services for the teams of handlers and canines.
- (f) Scheduling all canine-related activities.
- (g) Ensuring the canine teams are scheduled for regular training to maximize their capabilities.

## Canines

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### 310.5 REQUESTS FOR CANINE TEAMS

Best Practice MODIFIED

Patrol Division members are encouraged to request the use of a canine. Requests for a canine team from department units outside of the Patrol Division shall be reviewed by the Officer in Charge.

#### 310.5.1 OUTSIDE AGENCY REQUEST

Best Practice MODIFIED

All requests for canine assistance from outside agencies must be approved by the Officer in Charge and are subject to the following:

- (a) Canine teams shall not be used for any assignment that is not consistent with this policy.
- (b) The canine handler shall have the authority to decline a request for any specific assignment that he/she deems unsuitable.
- (c) Calling out off-duty canine teams is discouraged.
- (d) It shall be the responsibility of the canine handler to coordinate operations with agency personnel in order to minimize the risk of unintended injury.
- (e) It shall be the responsibility of the canine handler to complete all necessary reports or as directed.

#### 310.5.2 PUBLIC DEMONSTRATION

Best Practice MODIFIED

All public requests for a canine team shall be reviewed and, if appropriate, approved by the Patrol Division Chief and the canine coordinator prior to making any resource commitment. The canine coordinator is responsible for obtaining resources and coordinating involvement in the demonstration to include proper safety protocols. Canine handlers shall not demonstrate any apprehension work unless authorized to do so by the canine coordinator.

### 310.6 APPREHENSION GUIDELINES

Best Practice MODIFIED

A canine with specific training for apprehension may be used to locate and apprehend a suspect if the canine handler reasonably believes that the individual has committed, is committing, or is threatening to commit any serious offense and if any of the following conditions exist:

- (a) There is a reasonable belief the suspect poses an imminent threat of violence or serious harm to the public, any officer, or the handler.
- (b) The suspect is physically resisting or threatening to resist arrest and the use of a canine reasonably appears to be necessary to overcome such resistance.
- (c) The suspect is believed to be concealed in an area where entry by other than the canine would pose a threat to the safety of officers or the public.

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### Canines

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It is recognized that situations may arise that do not fall within the provisions set forth in this policy. Such events require consideration of the totality of the circumstances and the use of an objective reasonableness standard applied to the decision to use a canine.

Absent a reasonable belief that a suspect has committed, is committing, or is threatening to commit a serious offense, mere flight from a pursuing officer, without any of the above conditions, shall not serve as the basis for the use of a canine to apprehend a suspect.

Use of a canine to locate and apprehend a suspect wanted for a lesser criminal offense than those identified above requires approval from the Officer in Charge. Absent a change in circumstances that presents an imminent threat to officers, the canine, or the public, such canine use should be conducted on-leash or under conditions that minimize the likelihood the canine will bite or otherwise injure the individual.

In all applications, once the suspect has been located and no longer reasonably appears to present a threat or risk of escape, the handler should secure the canine as soon as it becomes reasonably practicable.

If the canine has apprehended the suspect with a secure bite, and the handler believes that the suspect no longer poses a threat, the handler should promptly command the canine to release the suspect.

#### 310.6.1 PREPARATION FOR DEPLOYMENT

##### **Best Practice**

Prior to the use of a canine to search for or apprehend any suspect, the canine handler and/or the supervisor on-scene should carefully consider all pertinent information reasonably available at the time. The information should include, but is not limited to:

- (a) The nature and seriousness of the suspected offense.
- (b) Whether violence or weapons were used or are anticipated.
- (c) The degree of resistance or threatened resistance, if any, the suspect has shown.
- (d) The suspect's known or perceived age.
- (e) The potential for injury to officers or the public caused by the suspect if the canine is not utilized.
- (f) Any potential danger to the public and/or other officers at the scene if the canine is released.
- (g) The potential for the suspect to escape or flee if the canine is not utilized.

As circumstances permit, the canine handler should make every reasonable effort to communicate and coordinate with other involved members to minimize the risk of unintended injury.

It is the canine handler's responsibility to evaluate each situation and determine whether the use of a canine is appropriate and reasonable. The canine handler shall have the authority to decline the use of the canine whenever he/she deems deployment is unsuitable.

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A supervisor who is sufficiently apprised of the situation may prohibit deploying the canine.

Unless otherwise directed by a supervisor, assisting members should take direction from the handler in order to minimize interference with the canine.

#### 310.6.2 WARNINGS AND ANNOUNCEMENTS

##### **Best Practice**

Unless it would increase the risk of injury or escape, a clearly audible warning announcing that a canine will be used if the suspect does not surrender should be made prior to releasing a canine. The handler should allow a reasonable time for a suspect to surrender and should quiet the canine momentarily to listen for any verbal response to the warning. If feasible, other members should be in a location opposite the warning to verify that the announcement could be heard. If available, warnings given in other languages should be used as necessary.

If a warning is not to be given, the canine handler, when practicable, should first advise the supervisor of his/her decision before releasing the canine. In the event of an apprehension, the handler shall document in any related report how the warning was given and, if none was given, the reasons why.

#### 310.6.3 REPORTING DEPLOYMENTS, BITES, AND INJURIES

##### **Best Practice**

Handlers should document canine deployments in a canine use report. Whenever a canine deployment results in a bite or causes injury to an intended suspect, a supervisor should be promptly notified and the injuries documented in the canine use report. The injured person shall be promptly treated by Emergency Medical Services personnel and, if appropriate, transported to an appropriate medical facility for further treatment. The deployment and injuries should also be included in any related incident or arrest report.

Any unintended bite or injury caused by a canine, whether on- or off-duty, shall be promptly reported to the canine coordinator. Unintended bites or injuries caused by a canine should be documented in an administrative report, not in a canine use report.

If an individual alleges an injury, either visible or not visible, a supervisor shall be notified and both the individual's injured and uninjured areas shall be photographed as soon as practicable after first tending to the immediate needs of the injured party. Photographs shall be retained as evidence in accordance with current department evidence procedures. The photographs shall be retained until the criminal proceeding is completed and the time for any related civil proceeding has expired.

#### 310.7 NON-APPREHENSION GUIDELINES

##### **Best Practice**

Properly trained canines may be used to track or search for non-criminals (e.g., lost children, individuals who may be disoriented or in need of medical attention). The canine handler is responsible for determining the canine's suitability for such assignments based on the conditions and the particular abilities of the canine. When the canine is deployed in a search or other non-apprehension operation, the following guidelines apply:

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- (a) Absent a change in circumstances that present an imminent threat to officers, the canine or the public, such applications should be conducted on-leash or under conditions that minimize the likelihood the canine will bite or otherwise injure the individual, if located.
- (b) Unless otherwise directed by a supervisor, assisting members should take direction from the handler in order to minimize interference with the canine.
- (c) Throughout the deployment the handler should periodically give verbal assurances that the canine will not bite or hurt the individual and encourage the individual to make him/herself known.
- (d) Once the individual has been located, the handler should place the canine in a down-stay or otherwise secure it as soon as reasonably practicable.

#### 310.7.1 ARTICLE DETECTION

##### Best Practice

A canine trained to find objects or property related to a person or crime may be used to locate or identify articles. A canine search should be conducted in a manner that minimizes the likelihood of unintended bites or injuries.

#### 310.7.2 NARCOTICS DETECTION

##### Best Practice

A canine trained in narcotics detection may be used in accordance with current law and under certain circumstances, including:

- (a) The search of vehicles, buildings, bags and other articles.
- (b) Assisting in the search for narcotics during a search warrant service.
- (c) Obtaining a search warrant by using the narcotics-detection trained canine in support of probable cause.

A narcotics-detection trained canine will not be used to search a person for narcotics unless the canine is trained to passively indicate the presence of narcotics.

#### 310.7.3 CROWD CONTROL AND CIVIL DISTURBANCES

##### Agency Content

- (a) In the case of civil disturbances, labor disputes or other types of non-routine crowd control, the K-9 Unit will not be deployed unless specifically authorized by the Chief of Police or his/her designee.
- (b) Routine crowd control situations such as large fights and similar situations shall be individually assessed by the handler as to the appropriateness of using the K-9 Unit.
- (c) When practical, when deploying the K-9 Unit in a large crowd control situation, the handler along with the canine shall wear appropriate tactical/safety equipment including, but not limited to tactical vest, along with helmet and gloves for the handler.

## Canines

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### 310.8 HANDLER SELECTION

**Best Practice** **MODIFIED**

The minimum qualifications for the assignment of canine handler include:

- (a) An officer who is currently off probation.
- (b) Residing in an adequately fenced, single-family residence (minimum 5-foot high fence with locking gates).
- (c) A garage that can be secured and can accommodate a canine vehicle.
- (d) Living within 30 minutes travel time from the Goshen City limits.
- (e) Agreeing to be assigned to the position for a minimum of three years.

### 310.9 HANDLER RESPONSIBILITIES

**Best Practice** **MODIFIED**

The canine handler shall ultimately be responsible for the health and welfare of the canine and shall ensure that the canine receives proper nutrition, grooming, training, medical care, affection and living conditions.

The canine handler will be responsible for the following:

- (a) Except as required during appropriate deployment, the handler shall not expose the canine to any foreseeable and unreasonable risk of harm.
- (b) The handler shall maintain all department equipment under his/her control in a clean and serviceable condition.
- (c) When not in service, the handler shall maintain the canine vehicle in a locked garage, away from public view.
- (d) Handlers shall permit the canine coordinator to conduct spontaneous on-site inspections of affected areas of their homes as well as their canine vehicles, to verify that conditions and equipment conform to this policy.
- (e) Any changes in the living status of the handler that may affect the lodging or environment of the canine shall be reported to the canine coordinator as soon as possible.
- (f) When off-duty, the canine shall be in a kennel provided by the City at the home of the handler. When a canine is kenneled at the handler's home, the gate shall be secured with a lock. When off-duty, the canine may be let out of the kennel while under the direct control of the handler.
- (g) The canine should be permitted to socialize in the home with the handler's family for short periods of time and under the direct supervision of the handler.
- (h) Under no circumstances will the canine be lodged at another location unless approved by the canine coordinator or Patrol Division Chief.
- (i) When off-duty, the handler shall not involve the canine in any law enforcement activity or official conduct unless approved in advance by the canine coordinator or Patrol Division Chief.

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### Canines

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- (j) Whenever a canine handler is off-duty for an extended number of days, it may be necessary to temporarily relocate the canine. In those situations, the handler shall give reasonable notice to the canine coordinator so that appropriate arrangements can be made.

#### 310.9.1 CANINE IN PUBLIC AREAS

**Best Practice**

The canine should be kept on a leash when in areas that allow access to the public. Exceptions to this rule would include specific law enforcement operations for which the canine is trained.

- (a) A canine shall not be left unattended in any area to which the public may have access.
- (b) When the canine vehicle is left unattended, all windows and doors shall be secured in such a manner as to prevent unauthorized access to the canine. The handler shall also ensure that the unattended vehicle remains inhabitable for the canine.

#### 310.10 HANDLER COMPENSATION

**Federal**

The canine handler shall be available for call-out under conditions specified by the canine coordinator.

The canine handler shall be compensated for time spent in the care, feeding, grooming and other needs of the canine in accordance with the Fair Labor Standards Act (FLSA), and according to the terms of the collective bargaining agreement between the handler and the City (29 USC § 207).

#### 310.11 CANINE INJURY AND MEDICAL CARE

**Best Practice** **MODIFIED**

In the event that a canine is injured, or there is an indication that the canine is not in good physical condition, the injury or condition will be reported to the canine coordinator or Patrol Division Chief as soon as practicable and appropriately documented.

All medical attention shall be rendered by the designated canine veterinarian, except during an emergency where treatment should be obtained from the nearest available veterinarian. All records of medical treatment shall be maintained in the handler's personnel file.

#### 310.12 TRAINING

**Best Practice** **MODIFIED**

Before assignment in the field, each canine team shall be trained and North American Police Working Dog Association (NAPWDA) certified to meet current nationally recognized standards or other recognized and approved certification standards.

The [Shift Captain](#) ~~canine coordinator~~ shall be responsible for scheduling periodic training for all department members in order to familiarize them with how to conduct themselves in the presence of department canines. Because canines may be exposed to dangerous substances such as opioids, as resources are available, the canine coordinator should also schedule periodic training for the canine handlers about the risks of exposure and treatment for it.

## Canines

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All canine training shall be conducted while on-duty unless otherwise approved by the canine coordinator or Patrol Division Chief.

### 310.12.1 CONTINUED TRAINING

**Best Practice** **MODIFIED**

Each canine team shall thereafter be recertified to a current nationally recognized standard or other recognized and approved certification standards on an annual basis. Additional training considerations are as follows:

- (a) Canine handlers are encouraged to engage in additional training with approval of the canine coordinator.
- (b) To ensure that all training is consistent, no handler, trainer or outside vendor is authorized to train to a standard that is not reviewed and approved by the Department.

### 310.12.2 FAILURE TO SUCCESSFULLY COMPLETE TRAINING

**Best Practice**

Any canine team failing to graduate or obtain certification shall not be deployed in the field for tasks the team is not certified to perform until graduation or certification is achieved. When reasonably practicable, pending successful certification, the canine handler shall be temporarily reassigned to regular patrol duties.

### 310.12.3 TRAINING RECORDS

**Best Practice**

All canine training records shall be maintained in the canine handler's and the canine's training file.

### 310.12.4 TRAINING AIDS

**Federal** **MODIFIED**

Training aids are required to effectively train and maintain the skills of canines. Officers possessing, using or transporting controlled substances for canine training purposes must comply with federal and state requirements. Alternatively, the Goshen Police Department may work with outside trainers with the applicable licenses or permits.

### 310.12.5 CONTROLLED SUBSTANCE TRAINING AIDS

**Federal**

Officers acting in the performance of their official duties may possess or transfer controlled substances for the purpose of narcotics-detection canine training in compliance with state and federal laws (21 USC § 823(g)).

The Chief of Police or the authorized designee may authorize a member to seek a court order to allow controlled substances seized by the Goshen Police Department to be possessed by the member or a narcotics-detection canine trainer who is working under the direction of this department for training purposes, provided the controlled substances are no longer needed as criminal evidence.



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### Canines

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As an alternative, the Chief of Police or the authorized designee may request narcotics training aids from the Drug Enforcement Administration (DEA).

These procedures are not required if the canine handler uses commercially available synthetic substances that are not controlled narcotics.

#### 310.12.6 CONTROLLED SUBSTANCE PROCEDURES

##### **Federal**

Due to the responsibilities and liabilities involved with possessing readily usable amounts of controlled substances and the ever-present danger of the canine's accidental ingestion of these controlled substances, the following procedures shall be strictly followed:

- (a) All controlled substance training samples shall be weighed and tested prior to dispensing to the individual canine handler or trainer.
- (b) The weight and test results shall be recorded and maintained by this department.
- (c) Any person possessing controlled substance training samples pursuant to court order or DEA registration shall maintain custody and control of the controlled substances and shall keep records regarding any loss of, or damage to, those controlled substances.
- (d) All controlled substance training samples will be inspected, weighed and tested quarterly. The results of the quarterly testing shall be recorded and maintained by the canine coordinator with a copy forwarded to the dispensing agency.
- (e) All controlled substance training samples will be stored in locked, airtight and watertight cases at all times, except during training. The locked cases shall be secured in the trunk of the canine handler's assigned patrol vehicle during transport and stored in an appropriate locked container. There are no exceptions to this procedure.
- (f) The canine coordinator shall periodically inspect every controlled substance training sample for damage or tampering and take any appropriate action.
- (g) Any unusable controlled substance training samples shall be returned to the Evidence Room or to the dispensing agency.
- (h) All controlled substance training samples shall be returned to the dispensing agency upon the conclusion of the training or upon demand by the dispensing agency.

# Child Abuse

## 313.1 PURPOSE AND SCOPE

### Best Practice

The purpose of this policy is to provide guidelines for the investigation of suspected child abuse. This policy also addresses when Goshen Police Department members are required to notify the Department of Child Services (DCS) of suspected child abuse.

### 313.1.1 DEFINITIONS

#### Best Practice

Definitions related to this policy include:

**Child** - Unless otherwise specified by a cited statute, a child is any person under the age of 18 years.

**Child abuse** - Any offense or attempted offense involving violence or neglect with a child victim when committed by a person responsible for the child's care or any other act that would mandate notification to a social service agency or law enforcement.

## 313.2 POLICY

### Best Practice

The Goshen Police Department will investigate all reported incidents of alleged criminal child abuse and ensure DCS is notified as required by law.

## 313.3 MANDATORY NOTIFICATION

### State

Members of the Goshen Police Department shall notify DCS when there is reason to believe a child may be the victim of abuse or neglect, whether or not there exists an imminent danger to the child's health or welfare (I.C. § 31-33-5-1; I.C. § 31-33-7-7).

For purposes of notification, child abuse or neglect means a child described in I.C. § 31-34-1-1 through I.C. § 31-34-1-5, regardless of whether the child needs care, treatment, rehabilitation, or the coercive intervention of a court (I.C. § 31-9-2-14).

Members of the Goshen Police Department shall also notify DCS anytime a suspected child victim of an offense under I.C. § 35-42-3.5-1 through I.C. § 35-42-3.5-1.4 (e.g., human trafficking, sexual trafficking/conduct, forced labor, forced marriage, prostitution), or I.C. § 35-45-4-1 et seq. (e.g., indecent acts, prostitution) is detained and may be a victim of child abuse or neglect (I.C. § 35-42-3.5-4; I.C. § 35-45-4-7).

### 313.3.1 NOTIFICATION PROCEDURE

#### State MODIFIED

Notification should occur as soon as practicable as follows (I.C. § 31-33-5-4):

- (a) Members should immediately call the DCS child abuse and neglect hotline 1(800)-800-5556, code 3274357. Members may also fax or email reports of

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abuse or neglect to the appropriate child protective services agency. The email is [dcshotlinereports@dcs.in.gov](mailto:dcshotlinereports@dcs.in.gov).

- (b) If an interview is needed for the child you can contact CAPS at (574) 295-2277.
- (c) If the child has died, the investigative member shall also give telephone notice to the appropriate Prosecuting Attorney (I.C. § 31-33-8-4).

### 313.4 QUALIFIED CHILD ABUSE INVESTIGATORS

**Best Practice** **MODIFIED**

Qualified [child abuse](#) investigators should be available for child abuse investigations.

These investigators should:

- (a) Conduct interviews in child-appropriate interview facilities.
- (b) Be familiar with forensic interview techniques specific to child abuse investigations.
- (c) Present all cases of alleged child abuse to the Prosecuting Attorney for review (I.C. § 31-33-8-10).
- (d) Coordinate with other enforcement agencies, social service agencies, and school administrators as needed.
- (e) Provide referrals to therapy services, victim advocates, guardians, and support for the child and family as appropriate.
- (f) Participate in or coordinate with multidisciplinary investigative teams as applicable.

### 313.5 INVESTIGATIONS AND REPORTING

**State** **MODIFIED**

Officers shall conduct an immediate on-site assessment with DCS or the applicable child protective services agency whenever there is reason to believe that an offense has been committed, regardless of whether the officers believe there is an imminent danger to the child's health (I.C. § 31-33-7-7; I.C. § 31-33-8-2).

In all reported or suspected criminal cases of child abuse, a report will be written. Officers shall write a report even if the allegations appear unfounded or unsubstantiated (I.C. § 31-33-8-8).

Investigations and reports related to suspected cases of child abuse should address, as applicable:

- (a) The overall basis for the contact. This should be done by the investigating officers in all circumstances where a suspected child abuse victim was contacted.
- (b) The exigent circumstances that existed if officers interviewed the child victim without the presence of a parent or guardian.
- (c) Any relevant statements the child may have made and to whom he/she made the statements.
- (d) If a child was taken into protective custody, the reasons, the name and title of the person making the decision, and why other alternatives were not appropriate.

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- (e) Documentation of any visible injuries or any injuries identified by the child. This shall include photographs of such injuries, if practicable.
  - 1. Color photographs should be taken when possible (I.C. § 31-33-8-3).
- (f) Whether the child victim was transported for medical treatment or a medical examination.
- (g) Whether the victim identified a household member as the alleged perpetrator, and a list of the names of any other children who may reside in the residence.
- (h) Identification of any prior related reports or allegations of child abuse, including other jurisdictions, as reasonably known.
- (i) Previous addresses of the victim and suspect.
- (j) Other potential witnesses who have not yet been interviewed, such as relatives or others close to the victim's environment.

All cases of the unexplained death of a child should be investigated as thoroughly as if it had been a case of suspected child abuse (e.g., a sudden or unexplained death of an infant).

### 313.6 PROTECTIVE CUSTODY

State MODIFIED

Before taking any child into protective custody, the officer should make reasonable attempts to contact DCS. Generally, removal of a child from his/her family, guardian, or other responsible adult should be left to the child welfare authorities when they are present or have become involved in an investigation (I.C. § 31-33-8-8).

Generally, members of this department should remove a child from his/her parent or guardian without a court order only when no other effective alternative is reasonably available and immediate action reasonably appears necessary to protect the child. The officer shall ensure that the child is delivered to DCS.

Whenever practicable, the officer should inform a supervisor of the circumstances prior to taking a child into protective custody. If prior notification is not practicable, officers should contact a supervisor promptly after taking a child into protective custody.

Children may only be removed from a parent or guardian:

- (a) Upon a court order or warrant (I.C. § 31-33-8-8; I.C. § 31-21-6-14; I.C. § 31-34-2-1).
- (b) When the member has probable cause to believe the child is in need of services and (I.C. § 31-34-2-3):
  - 1. It appears that the child's physical or mental condition will be seriously impaired or seriously endangered if the child is not immediately taken into custody.
  - 2. There is no reasonable opportunity to obtain an order of the court.
  - 3. Consideration for the safety of the child precludes the immediate use of family services to prevent removal of the child.

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Appropriate documentation should be completed and forwarded to DCS as soon as practicable whenever an officer takes a child into custody (I.C. § 31-34-2-6).

### 313.6.1 SAFE HAVEN LAW

**State**

Officers shall take custody of a child who appears to be not more than 30 days old who is voluntarily left with the officer by a parent without an expressed intent to return for the child. Whenever practicable and necessary, an officer who takes custody of a child under such circumstances should take appropriate steps to protect the child's physical health or safety. Any person voluntarily leaving the child is not obligated to disclose the parent's or the person's own name (I.C. § 31-34-2.5-1).

The officer taking custody of the child shall immediately notify DCS or a licensed child-placing agency to assume the care, control, and custody of the child (I.C. § 31-34-2.5-2).

### 313.7 INTERVIEWS

**Best Practice** **MODIFIED**

#### 313.7.1 PRELIMINARY INTERVIEWS

**Best Practice** **MODIFIED**

Absent extenuating circumstances or impracticality, officers should record the preliminary interview with suspected child abuse victims. Officers should attempt to gather only the information necessary to begin an investigation. When practicable, investigating officers should defer interviews until a person who is specially trained in such interviews is available. Generally, child victims should not be interviewed in the home or location where the alleged abuse occurred.

#### 313.7.2 DETAINING SUSPECTED CHILD ABUSE VICTIMS FOR AN INTERVIEW

**Best Practice**

An officer should not detain a child involuntarily who is suspected of being a victim of child abuse solely for the purpose of an interview or physical exam without the consent of a parent or guardian unless one of the following applies:

- (a) Exigent circumstances exist, such as:
  - 1. A reasonable belief that medical issues of the child need to be addressed immediately.
  - 2. A reasonable belief that the child is or will be in danger of harm if the interview or physical exam is not immediately completed.
  - 3. The alleged offender is the custodial parent or guardian and there is reason to believe the child may be in continued danger.
- (b) A court order or warrant has been issued.

### 313.8 MEDICAL EXAMINATIONS

**Best Practice** **MODIFIED**

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If the child has been the victim of abuse that requires a medical examination, the investigating officer should obtain consent for such examination from the appropriate parent, guardian, or agency having legal custody of the child. The officer should also arrange for the child's transportation to the appropriate medical facility. It is preferred if a child is to be examined it be conducted by a certified pediatric SANE nurse.

In cases where the alleged offender is the custodial parent or guardian and is refusing consent for the medical examination, officers should notify a supervisor before proceeding. If exigent circumstances do not exist or if state law does not provide for officers to take the child for a medical examination, the notified supervisor should consider obtaining a court order for such an examination.

Officers should request and obtain a copy of all photographs and a summary of X-rays and other medical care provided if available (I.C. § 31-33-10-3).

### 313.9 DRUG-ENDANGERED CHILDREN

**Best Practice**

A coordinated response by law enforcement and social services agencies is appropriate to meet the immediate and longer-term medical and safety needs of children exposed to the manufacturing, trafficking, or use of narcotics (I.C. § 31-34-1-2).

#### 313.9.1 SUPERVISOR RESPONSIBILITIES

**Best Practice** **MODIFIED**

The Investigation Division supervisor should:

- (a) Work with professionals from the appropriate agencies, including DCS, other law enforcement agencies, medical service providers, and local prosecutors to develop community-specific procedures for responding to situations where there are children endangered by their exposure to methamphetamine labs or the manufacture and trafficking of other drugs.
- (b) Activate any available interagency response when an officer notifies the Investigation Division supervisor that the officer has responded to a drug lab or other narcotics crime scene where a child is present or where evidence indicates that a child lives at the scene.
- (c) ~~Develop a report format or checklist for use when respond to drug labs or other narcotics crime scenes. The checklist will help document the environmental, medical, social, and other conditions that may affect the child.~~

#### 313.9.2 OFFICER RESPONSIBILITIES

**Best Practice** **MODIFIED**

Officers responding to a drug lab or other narcotics crime scene where a child is present or where there is evidence that a child lives should:

- (a) Document the environmental, medical, social and other conditions of the child using photography as appropriate and the checklist or form developed for this purpose.

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- (b) Notify the ~~Investigation Division~~ supervisor so an interagency response can begin.

### 313.10 STATE MANDATES AND OTHER RELEVANT LAWS

**State**

This department shall investigate alleged child abuse or neglect in the same manner that the Department conducts any other criminal investigation (I.C. § 31-33-8-2).

#### 313.10.1 PROCESSING REPORTS AND RECORDS

**State**

The department shall release or forward any information, including copies of reports, to DCS and the appropriate juvenile court (I.C. § 31-33-7-7; I.C. § 31-33-8-11).

#### 313.10.2 RELEASE OF REPORTS

**Best Practice**

Information related to incidents of child abuse or suspected child abuse, or the death of a child, shall be confidential and may only be disclosed pursuant to state law and the Records Maintenance and Release Policy (I.C. § 31-33-18-1; I.C. § 31-33-18-2).

#### 313.10.3 CHILD FATALITY REVIEW TEAMS

**State**

This department will cooperate with, and provide documents upon request to, a local or state child death review team (I.C. § 16-49-2-1; I.C. § 16-49-2-4; I.C. § 16-49-3-5; I.C. § 16-49-6-4; I.C. § 16-49-5-2).

### 313.11 TRAINING

**Best Practice**

The Department should provide training on best practices in child abuse investigations to members tasked with investigating these cases. The training should include (I.C. § 5-2-8-2):

- (a) Participating in multidisciplinary investigations, as appropriate.
- (b) Conducting forensic interviews.
- (c) Availability of therapy services for children and families.
- (d) Availability of specialized forensic medical exams.
- (e) Cultural competence (including interpretive services) related to child abuse investigations.
- (f) Availability of victim advocate or guardian ad litem support.
- (g) Recognizing abuse that requires mandatory notification to another agency.

# Adult Abuse

## 314.1 PURPOSE AND SCOPE

### Best Practice

The purpose of this policy is to provide guidelines for the investigation and reporting of suspected abuse of certain adults who may be more vulnerable than others. This policy also addresses mandatory notification for Goshen Police Department members as required by law.

### 314.1.1 DEFINITIONS

#### Best Practice

Definitions related to this policy include:

**Adult abuse** - Any offense or attempted offense involving violence or neglect of an adult victim when committed by a person responsible for the adult's care, or any other act that would mandate reporting or notification to a social service agency or law enforcement.

## 314.2 POLICY

### Best Practice

The Goshen Police Department will investigate all reported incidents of alleged adult abuse and ensure proper reporting and notification as required by law.

## 314.3 MANDATORY NOTIFICATION

### State

A member of the Goshen Police Department shall notify Adult Protective Services (APS) when the member reasonably believes a person has been the victim of adult abuse (I.C. § 35-46-1-13(c); I.C. § 12-10-3-9; I.C. § 12-10-3-10(b)).

For purposes of notification, adult abuse includes the battery, neglect, exploitation, or threat thereof, of a person who is 18 years or older and is incapable by reason of mental illness, developmental or intellectual disability, or dementia, or otherwise lacks the capacity to manage his/her property or to provide or direct the provision of self-care (I.C. § 12-10-3-2).

### 314.3.1 NOTIFICATION PROCEDURE

#### State MODIFIED

Notification shall be immediately made to the APS hotline or local APS unit at 1 (800) 992-6978, and should include as much of the following as is known (I.C. § 12-10-3-10):

- (a) The name, age and address of the victim
- (b) The names and addresses of family members or other persons financially responsible for the victim's care or other individuals who may be able to provide relevant information
- (c) The apparent nature and extent of the alleged neglect, battery or exploitation and the victim's physical and mental condition



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- (d) The name, address and telephone number of any person who reported the alleged abuse to the Department and the basis of the reporter's knowledge
- (e) The name and address of the alleged offender
- (f) Any other relevant information regarding the circumstances of the endangered adult

#### 314.4 QUALIFIED INVESTIGATORS

**Best Practice** **MODIFIED**

Qualified investigators should be available to investigate cases of adult abuse. These investigators should:

- (a) Conduct interviews in appropriate interview facilities.
- (b) Be familiar with forensic interview techniques specific to adult abuse investigations.
- (c) Present all cases of alleged adult abuse to the prosecutor for review.
- (d) Coordinate with other enforcement agencies, social service agencies and facility administrators as needed.
- (e) Provide referrals to therapy services, victim advocates, guardians and support for the victim and family as appropriate.
- (f) ~~Participate in or coordinate with multidisciplinary investigative teams as applicable.~~

#### 314.5 INVESTIGATIONS AND REPORTING

**Best Practice**

All reported or suspected cases of adult abuse require investigation and a report, even if the allegations appear unfounded or unsubstantiated.

Investigations and reports related to suspected cases of adult abuse should address, as applicable:

- (a) The overall basis for the contact. This should be done by the investigating officer in all circumstances where a suspected adult abuse victim is contacted.
- (b) Any relevant statements the victim may have made and to whom he/she made the statements.
- (c) If a person is taken into protective custody, the reasons, the name and title of the person making the decision, and why other alternatives were not appropriate.
- (d) Documentation of any visible injuries or any injuries identified by the victim. This should include photographs of such injuries, if practicable.
- (e) Whether the victim was transported for medical treatment or a medical examination.
- (f) Whether the victim identified a household member as the alleged perpetrator, and a list of the names of any other potential victims or witnesses who may reside in the residence.

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- (g) Identification of any prior related reports or allegations of abuse, including other jurisdictions, as reasonably known.
- (h) Previous addresses of the victim and suspect.
- (i) Other potential witnesses who have not yet been interviewed, such as relatives or others close to the victim's environment.

Any unexplained death of an adult who was in the care of a guardian or caretaker should be considered as potential adult abuse and investigated similarly.

### 314.6 PROTECTIVE CUSTODY

**State**

Removal of an adult abuse victim from his/her family, guardian or other responsible adult is the responsibility of APS (I.C. § 12-10-3-23; I.C. § 12-10-3-28).

When it appears necessary to protect adult abuse victims by taking the victim into protective custody, members should contact APS and request APS to obtain an emergency protective order.

### 314.7 INTERVIEWS

**Best Practice**

#### 314.7.1 PRELIMINARY INTERVIEWS

**Best Practice**

Absent extenuating circumstances or impracticality, officers should audio record the preliminary interview with a suspected adult abuse victim. Officers should avoid multiple interviews with the victim and should attempt to gather only the information necessary to begin an investigation. When practicable, investigating officers should defer interviews until a person who is specially trained in such interviews is available.

#### 314.7.2 DETAINING VICTIMS FOR INTERVIEWS

**Best Practice**

An officer should not detain an adult involuntarily who is suspected of being a victim of abuse solely for the purpose of an interview or physical exam without his/her consent or the consent of a guardian unless one of the following applies:

- (a) Exigent circumstances exist, such as:
  - 1. A reasonable belief that medical issues of the adult need to be addressed immediately.
  - 2. A reasonable belief that the adult is or will be in danger of harm if the interview or physical exam is not immediately completed.
  - 3. The alleged offender is a family member or guardian and there is reason to believe the adult may be in continued danger.
- (b) A court order or warrant has been issued.

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### 314.8 MEDICAL EXAMINATIONS

**Best Practice**

When an adult abuse investigation requires a medical examination, the investigating officer should obtain consent for such examination from the victim, guardian, agency or entity having legal custody of the adult. The officer should also arrange for the adult's transportation to the appropriate medical facility.

In cases where the alleged offender is a family member, guardian, agency or entity having legal custody and is refusing to give consent for the medical examination, officers should notify a supervisor before proceeding. If exigent circumstances do not exist or if state law does not provide for officers to take the adult for a medical examination, the supervisor should consider other government agencies or services that may obtain a court order for such an examination.

### 314.9 DRUG-ENDANGERED VICTIMS

**Best Practice**

A coordinated response by law enforcement and social services agencies is appropriate to meet the immediate and longer-term medical and safety needs of an adult abuse victim who has been exposed to the manufacturing, trafficking or use of narcotics.

#### 314.9.1 SUPERVISOR RESPONSIBILITIES

**Best Practice**

The Investigation Division supervisor should:

- (a) Work with professionals from the appropriate agencies, including APS, other law enforcement agencies, medical service providers and local prosecutors to develop community-specific procedures for responding to situations where there are adult abuse victims endangered by exposure to methamphetamine labs or the manufacture and trafficking of other drugs.
- (b) Activate any available interagency response when an officer notifies the Investigation Division supervisor that he/she has responded to a drug lab or other narcotics crime scene where an adult abuse victim is present or where evidence indicates that an adult abuse victim lives at the scene.
- (c) Develop a report format or checklist for use when officers respond to drug labs or other narcotics crime scenes. The checklist will help officers document the environmental, medical, social and other conditions that may affect the adult.

#### 314.9.2 OFFICER RESPONSIBILITIES

**Best Practice**

Officers responding to a drug lab or other narcotics crime scene where an adult abuse victim is present or where there is evidence that an adult abuse victim lives at the scene should:

- (a) Document the environmental, medical, social and other conditions of the adult, using photography as appropriate and the checklist or form developed for this purpose.

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- (b) Notify the Investigation Division supervisor so an interagency response can begin.

### **314.10 STATE MANDATES AND OTHER RELEVANT LAWS**

**State**

Indiana requires or permits the following:

#### **314.10.1 RECORDS BUREAU RESPONSIBILITIES**

**State**

The Records Section is responsible for:

- (a) Providing a copy of the adult abuse report to APS.
- (b) Retaining the original adult abuse report with the initial case file.

#### **314.10.2 RELEASE OF REPORTS**

**State**

Information related to incidents of adult abuse or suspected adult abuse shall be confidential and may only be disclosed pursuant to state law and the Records Maintenance and Release Policy (I.C. § 12-10-3-15).

### **314.11 TRAINING**

**Best Practice**

The Department should provide training on best practices in adult abuse investigations to members tasked with investigating these cases. The training should include (I.C. § 5-2-8-2):

- (a) Participating in multidisciplinary investigations, as appropriate.
- (b) Conducting interviews.
- (c) Availability of therapy services for adults and families.
- (d) Availability of specialized forensic medical exams.
- (e) Cultural competence (including interpretive services) related to adult abuse investigations.
- (f) Availability of victim advocates or other support.

# Report Preparation

## 322.1 PURPOSE AND SCOPE

### Best Practice

The purpose of this policy is to provide guidance to those members of the Department who complete investigations and reports as a part of their duties.

## 322.2 POLICY

### Best Practice

It is the policy of the Goshen Police Department that members shall act with promptness and efficiency in the preparation and processing of all reports. Reports shall document sufficient information to refresh the member's memory and shall provide enough detail for follow-up investigation and successful prosecution.

## 322.3 EXPEDITIOUS REPORTING

### Best Practice

An incomplete report, unorganized reports or reports that are delayed without supervisory approval are not acceptable. Reports shall be processed according to established priorities or to a special priority made necessary under exceptional circumstances.

## 322.4 REPORT PREPARATION

### Best Practice

Reports should be sufficiently detailed for their purpose and free from errors prior to submission and approval. It is the responsibility of the member to complete and submit all reports taken during the shift before going off-duty unless permission to hold the report has been approved by a supervisor. Generally, reports requiring prompt follow-up action on active leads or arrest reports where the suspect remains in custody should not be held.

All reports shall accurately reflect the identity of the persons involved; all pertinent information seen, heard or assimilated by any other sense; and any actions taken. Members shall not suppress, conceal or distort the facts of any reported incident, nor shall any member make a false report orally or in writing. Generally, the reporting member's opinions should not be included in reports unless specifically identified as such.

### 322.4.1 HANDWRITTEN OR TYPED REPORTS

#### Discretionary

County, state and federal agency forms may be block printed unless the requirement for typing is apparent. Supervisors may require block printing or typing of reports of any nature for department consistency.

Handwritten reports must be prepared legibly. If the report is not legible, the submitting member will be required by the reviewing supervisor to promptly make corrections and resubmit the report.

## Report Preparation

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In general, the narrative portion of reports where an arrest is made or when there is a long narrative should be typed or dictated. Members who dictate reports shall use appropriate grammar, as the content is not the responsibility of the typist.

Members who generate reports on computers are subject to all requirements of this policy.

### 322.4.2 ELECTRONIC SIGNATURES

State MODIFIED

The Goshen Police Department has established an electronic signature procedure for use by all members of the Goshen Police Department. The Patrol Division Chief or designee shall be responsible for maintaining the electronic signature system, ensuring that each member creates a unique signature and that the use of electronic signatures otherwise complies with the law (I.C. § 26-2-8-101, et. seq.).

- (a) Members may only use their electronic signatures for official reports or other official communications.
- (b) Each member shall be responsible for the security and use of his/her electronic signature and shall promptly notify a supervisor if the electronic signature has or may have been compromised or misused.

### 322.5 REQUIRED REPORTING

Best Practice

In all of the following situations, members shall complete reports using the appropriate department-approved forms and reporting methods, unless otherwise approved by a supervisor.

The reporting requirements are not intended to be all-inclusive. A member may complete a report if he/she deems it necessary or as directed by a supervisor.

#### 322.5.1 CRIMINAL ACTIVITY

State MODIFIED

When a member responds to a call for service, or as a result of self-initiated activity becomes aware of any activity where a crime has occurred, the member shall document the incident regardless of whether a victim desires prosecution.

Activity to be documented in a written report includes:

- (a) All arrests.
- (b) All felony crimes.
- (c) Incidents involving criminal threats, terrorist threats, and stalking.
- (d) Situations covered by separate policy. These include:
  - (a) Use of Force Policy.
  - (b) Domestic or Family Violence Policy.
  - (c) Child Abuse Policy.
  - (d) Adult Abuse Policy.

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- (e) Bias Crimes Policy.
- (f) Suspicious Activity Reporting through Officers Reports, CAD reports, and T Drive on briefing sheet.
- (g) LETB Uniform Statewide Policy on Deadly Force.

- (e) All misdemeanor crimes where the victim desires a report.

Misdemeanor crimes where the victim does not desire a report shall be documented using the department-approved alternative reporting method (e.g., a dispatch log).

#### 322.5.2 NON-CRIMINAL ACTIVITY

**State**

Non-criminal activity to be documented includes:

- (a) Any found property or found evidence.
- (b) All protective custody and welfare detentions.
- (c) Any time a person is reported missing, regardless of jurisdiction (see the Missing Persons Policy).
- (d) Suspicious incidents that may indicate a potential for crimes against children or that a child's safety is in jeopardy.
- (e) Suspicious incidents that may place the public or others at risk.
- (f) Any use of force by members of this department against any person (see the Use of Force Policy and the LETB Uniform Statewide Policy on Deadly Force).
- (g) Any firearm discharge (see the Firearms Policy).
- (h) Any time a member points a firearm at any person.
- (i) Any traffic accidents above the minimum reporting level (see the Traffic Accidents Policy).
- (j) Whenever the member believes the circumstances should be documented or at the direction of a supervisor.

#### 322.5.3 MISCELLANEOUS INJURIES

**Best Practice**

Any injury that is reported to this department shall require a report when:

- (a) The injury is a result of drug overdose.
- (b) There is an attempted suicide.
- (c) The injury is major or serious, and potentially fatal.
- (d) The circumstances surrounding the incident are suspicious in nature and it is desirable to document the event.

## Report Preparation

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### 322.5.4 DEATHS

**Best Practice** **MODIFIED**

Death investigations require specific investigation methods, depending on the circumstances. They should be handled in accordance with the Death Investigation Policy. The handling member should notify and apprise a supervisor of the circumstances surrounding the incident to determine how to proceed. The supervisor will contact the on-call detective for further assistance and direction. The following incidents shall be appropriately investigated and documented:

- (a) Unattended deaths (no physician or qualified hospice care during the period preceding death)
- (b) Sudden, accidental or suspicious deaths
- (c) Suicides
- (d) Homicide or suspected homicide
- (e) Found dead bodies or body parts

### 322.5.5 CITY PERSONNEL OR PROPERTY

**Best Practice**

Incidents involving City personnel or property shall require a report when:

- (a) An injury occurs as the result of an act of a City employee or on City property.
- (b) There is damage to City property or equipment.

### 322.6 REVIEW AND CORRECTIONS

**Discretionary** **MODIFIED**

Supervisors shall review reports for content and accuracy. If a correction is necessary, the reviewing supervisor should instruct the officer to properly correct the report.

It shall be the responsibility of the originating member to ensure that any report returned for correction is processed in a timely manner.

#### 322.6.1 CHANGES AND ALTERATIONS

**Best Practice**

Reports that have been approved by a supervisor and submitted to the Records Section for filing and distribution shall not be modified or altered except by way of a supplemental report.

Reviewed reports that have not yet been submitted to the Records Section may be corrected or modified by the authoring member only with the knowledge and authorization of the reviewing supervisor.



# LETB Uniform Statewide Policy on Deadly Force


## 336.1 ATTACHMENT

**State**

[LETB Uniform Statewide Policy on Deadly Force](#)

## Attachments

## LETB Uniform Statewide Policy on Deadly Force.pdf

	<p align="center"><b>LETB UNIFORM STATEWIDE POLICY</b></p>	<p>Agency Policy/General Order Number:</p>
	<p>Subject: Deadly Force</p>	
	<p>Effective: <b>January 1, 2024</b></p>	<p>Revised: <b>August 22, 2023</b></p>

**I. PURPOSE**

In accordance with IC 5-2-1-1, the Law Enforcement Training Board hereby establishes this consistent and uniform statewide deadly force policy in order to ensure the public safety and general welfare of the people of the state of Indiana and to promote equity for all segments of society. This policy may not be added to, modified, or altered in any way by any Indiana law enforcement agency, office, or department.

**II. POLICY**

It is the policy of the LETB to value and preserve the sanctity of human life. Law enforcement officers shall only use force, non-deadly or deadly, in compliance with the law, this policy, and the Board established training program to further an enforcement action. Officers shall use only the force that is objectively reasonable, while protecting the safety of officers and others. Officers shall use only the level of force which a reasonably prudent officer would use under the same or similar circumstances.

**III. DEFINITIONS**

The following definitions correspond to terminology used within this policy and the statewide training program:

- A. CHOKE HOLD (IC 35-41-3-3) – Applying pressure to the throat or neck of another person in a manner intended to obstruct the airway of the other person.
- B. DEADLY FORCE (IC 35-31.5-2-85) – Force which creates a substantial risk of serious bodily injury.
- C. DEADLY WEAPON (IC 35-31.5-2-86) – Means the following:
  - 1. A loaded or unloaded firearm.
  - 2. A destructive device, weapon, device, taser (as defined in IC 35-47-8-3) or electronic stun weapon (as defined in IC 35-47-8-1), equipment, chemical substance, or other material that in the manner it is used; could ordinarily be used; is intended to be used; is readily capable of causing serious bodily injury.

3. An animal (as defined in IC 35-46-3-3) which is readily capable of causing serious bodily injury, and which is used in the commission or attempted commission of a crime.
4. A biological disease, virus or organism which is capable of causing serious bodily injury.
5. The term does not include:
  - a. a taser (as defined in IC 35-47-8-3);
  - b. an electronic stun weapon (as defined in IC 35-47-8-1);
  - c. a chemical designed to temporarily incapacitate a person; or
  - d. another device designed to temporarily incapacitate a person;

if the device described in subdivisions (a) through (d) is used by a law enforcement officer who has been trained in the use of the device and who uses the device in accordance with the law enforcement officer's training and while lawfully engaged in the execution of official duties.

- D. DE-ESCALATION – Actions taken in an attempt to stabilize the situation in an effort to reduce or eliminate the necessity of using force against subjects.
- E. FORCIBLE FELONY - a felony that involves the use or threat of force against a human being in which there is imminent danger of serious bodily injury to a human being.
- F. RESISTANCE –
  1. PASSIVE RESISTANCE - a non-forcible act that is intended to impede, hinder, or delay complying with a lawful order or effecting an arrest (e.g., “going limp,” “dead weight,” ignoring a lawful command, or holding on to something while disobeying verbal orders to release, wherein no force is directed toward the officer).
  2. ACTIVE RESISTANCE – a physical action(s) that prevent(s) an officer from being able to lawfully exercise their duties (e.g., subject walking away after being told to stop, subject fleeing from arrest, or subject tensing/pulling away/breaking officer’s grip involving force demonstrated by the individual’s use of power, strength, or violence directed at or against the officer).
 

Passive resistance may turn into active resistance. For example, holding onto a steering wheel is passive resistance; however, if an officer attempts to remove the hands and the subject reacts by tensing or pulling away using power, strength, or violence, then this becomes active resistance.
  3. FORCIBLE RESISTANCE - the use or imminent use of force (non-deadly or

deadly) directed toward an officer which interferes with the law enforcement officer's rightful exercise of their duties (e.g., hitting, punching, use of instruments or weapons).

- G. SERIOUS BODILY INJURY (IC 35-31.5-2-292) – Impairment of physical condition which creates a substantial risk of death or causes serious permanent disfigurement, unconsciousness, extreme pain, permanent or protracted loss or impairment of the function of a bodily member or organ, or loss of a fetus.

#### **IV. PROCEDURE**

- A. De-escalation: an officer shall attempt to engage in de-escalation prior to using force when safe and feasible to do so.

- B. Officers shall only use police vehicles as a weapon in situations where deadly force is allowed by law.

However, use of a precision immobilization technique (PIT) maneuver, when used in accordance with agency, department or office training guidelines, is not considered deadly force.

- C. Officers shall not:

1. Discharge any warning shot. The objectively reasonable discharge of a firearm in the direction of an individual, against whom deadly force is allowed by law, with the intent to assist an officer or third-party who is in imminent danger, is not considered a warning shot;
2. Discharge a firearm at or from a vehicle except in situations where deadly force is allowed by law;
3. Use force against a person who is merely verbally abusive; or
4. Use a choke hold except in situations where deadly force is allowed by law.

- D. Use of Force:

1. A law enforcement officer is justified in using reasonable force if the officer reasonably believes that the force is necessary to enforce a criminal law or to effect a lawful arrest.
2. A law enforcement officer is justified in using reasonable force against any other person to protect the person or a third person from what the officer reasonably believes to be the imminent use of unlawful force.

3. A law enforcement officer is justified in using deadly force if the officer has probable cause to believe that deadly force is necessary to prevent the imminent threat of serious bodily injury to the officer or a third person or the commission of a forcible felony.
4. A law enforcement officer who has an arrested person in custody is justified in using the same force to prevent the escape of the arrested person from custody that the officer would be justified in using if the officer was arresting that person.
5. The use of deadly force against persons by officers relating to arrest or escape shall be restricted to the following:
  - a. The officer has probable cause to believe that the deadly force is necessary:
    - i. to prevent the commission of a forcible felony; or
    - ii. to effect an arrest of a person who the officer has probable cause to believe poses an imminent threat of serious bodily injury to the officer or a third person; and
    - iii. has given a warning, if feasible, to the person against whom the deadly force is to be used.
  - b. An officer who has an arrested person in custody is justified in using deadly force to prevent the escape of the arrested person from custody only if the officer:
    - i. Has probable cause to believe deadly force is necessary to prevent the escape from custody of a person who the officer has probable cause to believe poses an imminent threat of serious bodily injury to the officer or a third person; and
    - ii. Has given a warning, if feasible, to the person against whom the deadly force is to be used.
  - c. A guard or other official in a penal facility or a law enforcement officer is justified in using reasonable force, including deadly force, if the officer has probable cause to believe that the force is necessary to prevent the escape of a person who is detained in the penal facility.

E. Duty to Intervene:

1. A law enforcement officer who is present and observes another officer using force that the officer has reason to know is excessive under the circumstances shall have a duty to intervene when it is safe and feasible to do so.
2. Law enforcement officers who intervene shall immediately report the incident to a

supervisor or commanding officer.

F. Each law enforcement officer involved in a use of force incident shall:

1. Cease using force when the subject is properly secured, provided that the subject has stopped any active or forcible resistance; and
2. If needed, as soon as safe and practical, provide appropriate medical aid (e.g. first aid, CPR, or activation of available EMS) after any use of force.
3. Complete the appropriate report(s) and/or notifications in accordance with agency, department or office reporting policies and procedures. However, if the use of force incident involves serious bodily injury or death, the officer shall immediately notify a supervisor, or the appropriate command personnel of the agency, department or office.

## **V. ANNUAL TRAINING**

The uniform statewide deadly force policy and corresponding training program shall be reviewed annually during the mandatory in-service training adopted by the Law Enforcement Training Board.



# Bias-Based Policing

## 401.1 PURPOSE AND SCOPE

### Best Practice

This policy provides guidance to department members that affirms the Goshen Police Department's commitment to policing that is fair and objective.

Nothing in this policy prohibits the use of specified characteristics in law enforcement activities designed to strengthen the department's relationship with its diverse communities (e.g., cultural and ethnicity awareness training, youth programs, community group outreach, partnerships).

### 401.1.1 DEFINITIONS

#### Best Practice

Definitions related to this policy include:

**Bias-based policing or improper profiling** - An inappropriate reliance on actual or perceived characteristics such as race, ethnicity, national origin (including limited English proficiency), religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability, or affiliation with any non-criminal group (protected characteristics) as the basis for providing differing law enforcement service or enforcement. This includes explicit and implicit biases (i.e., conscious and unconscious beliefs or attitudes towards certain groups).

## 401.2 POLICY

### Best Practice

The Goshen Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly, objectively and without discrimination toward any individual or group.

## 401.3 BIAS-BASED POLICING PROHIBITED

### Best Practice

Bias-based policing is strictly prohibited.

However, nothing in this policy is intended to prohibit an officer from considering protected characteristics in combination with credible, timely and distinct information connecting a person or people of a specific characteristic to a specific unlawful incident, or to specific unlawful incidents, specific criminal patterns or specific schemes.

## 401.4 MEMBER RESPONSIBILITIES

### Best Practice

Every member of this department shall perform his/her duties in a fair and objective manner and is responsible for promptly reporting any suspected or known instances of bias-based policing to a supervisor. Members should, when reasonable to do so, intervene to prevent any bias-based actions by another member.

## *Bias-Based Policing*

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### 401.4.1 REASON FOR CONTACT

**Best Practice** **MODIFIED**

Officers contacting a person shall be prepared to articulate sufficient reason for the contact, independent of the protected characteristics of the individual.

To the extent that written documentation would otherwise be completed (e.g., arrest report), the involved officer should include those facts giving rise to the contact, as applicable.

Except for required data-collection forms or methods, nothing in this policy shall require any officer to document a contact that would not otherwise require reporting.

### 401.4.2 REPORTING TRAFFIC STOPS

**Best Practice**

Each time an officer makes a traffic stop, the officer shall report any information as required in the Traffic Information and Summons and Parking Citations Policy.

## 401.5 SUPERVISOR RESPONSIBILITIES

**Best Practice**

Supervisors should monitor those individuals under their command for compliance with this policy and shall handle any alleged or observed violations in accordance with the Personnel Complaints Policy.

- (a) Supervisors should discuss any issues with the involved officer and his/her supervisor in a timely manner.
  - 1. Supervisors should document these discussions, in the prescribed manner.
- (b) Supervisors should periodically review Mobile Audio/Video (MAV) recordings, portable audio/video recordings, Mobile Data Terminal (MDT) data and any other available resource used to document contact between officers and the public to ensure compliance with this policy.
  - 1. Supervisors should document these periodic reviews.
  - 2. Recordings or data that capture a potential instance of bias-based policing should be appropriately retained for administrative investigation purposes.
- (c) Supervisors shall initiate investigations of any actual or alleged violations of this policy.
- (d) Supervisors should take prompt and reasonable steps to address any retaliatory action taken against any member of this department who discloses information concerning bias-based policing.

## 401.6 TRAINING

**Best Practice** **MODIFIED**

Training on fair and objective policing and review of this policy should be conducted as directed by the Training Lieutenant.

## Ride-Alongs

### 405.1 PURPOSE AND SCOPE

Discretionary MODIFIED

The purpose of this policy is to provide guidelines for a ride-along with members of the Goshen Police Department. This policy provides the requirements, approval process, and member responsibilities for ride-alongs.

### 405.2 POLICY

Discretionary MODIFIED

Ride-along opportunities will be provided to the members of the public, family members, acquaintances, City employees and members of this department to observe and experience, first-hand, various functions of the Goshen Police Department. The term “ride-along” includes riding as a passenger with an officer on patrol or observing the work day of members engaged in other functions within the Department, such as Elkhart County 911 Center.

### 405.3 ELIGIBILITY

Discretionary MODIFIED

A ride-along is available to Goshen residents, family members, acquaintances, business owners and students currently attending class in Goshen and those employed within the City of Goshen. Efforts will be made to accommodate all interested persons. However, any applicant may be disqualified without cause from participating.

Factors that may be considered in disqualifying an applicant include, but are not limited to, the following:

- Being under 16 years of age
- Prior criminal history
- Pending criminal action
- Pending lawsuit against this department or the City
- Denial by any supervisor

### 405.4 REQUESTS TO PARTICIPATE

Discretionary MODIFIED

Generally, ride-along and job observation requests will be maintained and scheduled by the Patrol Division Chief or designee. The adult applicant will complete and sign a ride-along or job observation waiver form. If the applicant is under 18 years of age and riding as part of an internship program, a parent or guardian must be present to complete the waiver. If the minor is an immediate family member and at least 16 years of age, the child and the department member must complete the ride-along form. Information requested for all riders will include a valid state- issued identification card or driver’s license number, birthdate, address, telephone number, and

# Goshen Police Department

## Policy Manual

### *Ride-Alongs*

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signature releasing the department of liability. The parent of a minor is also required to sign a release of liability form when the participant is under the age of 18.

The Patrol Division Chief will schedule a date, based on availability, generally one week after the date of application for civilian observers. In situations where the member personally requested the ride-along for a family member or an acquaintance, the member shall notify the shift supervisor prior to the scheduled ride-along time and only after receiving approval from the patrol division chief.

If the request is denied, a representative of this department will advise the applicant of the denial.

#### **405.5 PROCEDURES**

**Discretionary** **MODIFIED**

Once approved by the administration, the civilian observer may ride with the officer once in a calendar month. family members may ride with the officer twice in a calendar month. The Shift Captain may allow a civilian observer ~~or family member~~ to ride with the officer more than once per month when special situations and circumstances apply. Such circumstances shall be determined by the Shift Captain or designee and will be limited to two (2) ride-alongs in a calendar month. An exception may apply to the following law enforcement- involved participants:

- ~~Family involved in LE~~
- Volunteers
- Chaplains
- Reserves
- Goshen Police Department applicants
- Any others with approval of the Shift Captain
- Students enrolled in any department-approved dispatcher training course

No more than one member of the public will participate in a ride-along or job observation during any given time period.

Ride-along requirements for department Explorers are covered in the Explorers Policy.

After one (1) year, the officer requesting a civilian/family observer/rider will complete a new waiver form, which will include a new criminal and driver's license check.

The Patrol Division Chief shall when requested, provide the officer with the expiration date of the last waiver signed.

The Patrol Division Chief shall provide a copy of all approved observers/riders for patrol officers to view. These copies shall be accessible to officers 24 hours a day.

Sworn Law Enforcement Officers or Reserve Officers as defined by IC 36-8-3-20 operating under their specific department's rules and regulations may exit the vehicle at the scene of a call, if

# Goshen Police Department

## Policy Manual

### *Ride-Alongs*

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permitted by the officer, and may carry a weapon, provided the Reserve Officer has unlimited police authority governed under their specific department's rules and regulations. An official letter will be required from the Reserve Officer's highest ranking commanding officer clarifying the Reserve Officer's specific police powers and granting them the same authority as a sworn police officer while either on or off-duty. The letter shall be delivered to a member of the GPD administration prior to the ride-along. Any officer complying with the above criteria shall either be in uniform and/or wearing a distinct jacket/apparel with their department insignia which readily identifies the rider/observer as a police officer. If a Reserve Officer does not comply with these requirements they will not be allowed to carry a weapon and will be treated as a civilian rider.

#### 405.5.1 OFF-DUTY PARTICIPATION

Discretionary MODIFIED

Off-duty members of this department or any other law enforcement agency, and employees of the City, will not be permitted to participate in a ride-along with on-duty members of this department without the express consent of the Shift Captain or designee.

In the event that such participation is permitted, the off-duty department member, other law enforcement agency personnel or City employee shall not:

- (a) Be considered on-duty.
- (b) Represent him/herself as a member of this department or any other law enforcement agency.
- (c) Participate in any law enforcement activity except as emergency circumstances may require.

#### 405.5.2 CRIMINAL HISTORY CHECK

Discretionary MODIFIED

All ride-along applicants are subject to a criminal history check and review of their driving record. The criminal history check may include a local records check and an Indiana State Police Central Repository check prior to approval of the ride-along.

#### 405.5.3 SUITABLE ATTIRE

Discretionary MODIFIED

Any person approved to participate in a ride-along is required to be suitably dressed. Sandals, t-shirts, tank tops, shorts and ripped or torn pants are not permitted. The Shift Captain or a supervisor may refuse a ride-along to anyone who is not dressed appropriately.

#### 405.6 MEMBER RESPONSIBILITIES

Discretionary MODIFIED

The assigned department member shall consider the safety of the ride-along or job observation participant at all times. The member shall maintain control over the participant and shall instruct the individual about the conditions that necessarily limit his/her participation. Instructions should include:

- (a) The participant will follow the directions of the department member.

# Goshen Police Department

## Policy Manual

### *Ride-Alongs*

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- (b) The participant will not become involved in any investigation, handling of evidence, discussions with victims or suspects, reading an individual's criminal history or other protected information, or handling any police department equipment.
- (c) Participation may be terminated at any time by the member if the participant interferes with the performance of the member's duties.
  - 1. If the participant is on a ride-along, the member may return the participant to the point the ride originated.
- (d) Participants may be allowed to continue a ride-along during the transportation and booking process, provided it does not jeopardize their safety.
- (e) Members will not allow participants to be present in any location or situation that would jeopardize the participant's safety or cause undue stress or embarrassment to a victim or any other member of the public.
- (f) Participants who are not law enforcement officers shall not be permitted to accompany the department member into a private residence without the express consent of the resident or other authorized person.

The member assigned to provide a ride-along shall advise the communications operator that a ride-along participant is present in the vehicle before going into service. An investigator with a ride-along participant should use sound discretion when encountering a potentially dangerous situation, observers may not participate in vehicle pursuits, when pursuits are initiated, the department member has the option to terminate the pursuit or to let the participant out of the vehicle in a well-lit public place. The communications operator will be advised of the situation and as soon as practicable have another department member respond to pick up the participant at that location. The ride-along may be continued or terminated at this time.

Conduct by a person participating in a ride-along that results in termination of the ride, or is otherwise inappropriate, should be immediately reported to the Shift Captain or designee. The member should email comments regarding the reasons for terminating the ride-along to the Patrol Division Chief.

# Crisis Intervention Incidents

## 409.1 PURPOSE AND SCOPE

### Best Practice

This policy provides guidelines for interacting with those who may be experiencing a mental health or emotional crisis. Interaction with such individuals has the potential for miscommunication and violence. It often requires an officer to make difficult judgments about a person's mental state and intent in order to effectively and legally interact with the individual.

### 409.1.1 DEFINITIONS

#### Best Practice

Definitions related to this policy include:

**Person in crisis** - A person whose level of distress or mental health symptoms have exceeded the person's internal ability to manage his/her behavior or emotions. A crisis can be precipitated by any number of things, including an increase in the symptoms of mental illness despite treatment compliance; noncompliance with treatment, including a failure to take prescribed medications appropriately; or any other circumstance or event that causes the person to engage in erratic, disruptive or dangerous behavior that may be accompanied by impaired judgment.

## 409.2 POLICY

### Best Practice

The Goshen Police Department is committed to providing a consistently high level of service to all members of the community and recognizes that persons in crisis may benefit from intervention. The Department will collaborate, where feasible, with mental health professionals to develop an overall intervention strategy to guide its members' interactions with those experiencing a mental health crisis. This is to ensure equitable and safe treatment of all involved.

## 409.3 SIGNS

### Best Practice

Members should be alert to any of the following possible signs of mental health issues or crises:

- (a) A known history of mental illness
- (b) Threats of or attempted suicide
- (c) Loss of memory
- (d) Incoherence, disorientation or slow response
- (e) Delusions, hallucinations, perceptions unrelated to reality or grandiose ideas
- (f) Depression, pronounced feelings of hopelessness or uselessness, extreme sadness or guilt
- (g) Social withdrawal

## Crisis Intervention Incidents

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- (h) Manic or impulsive behavior, extreme agitation or lack of control
- (i) Lack of fear
- (j) Anxiety, aggression, rigidity, inflexibility or paranoia

Members should be aware that this list is not exhaustive. The presence or absence of any of these signs should not be treated as proof of the presence or absence of a mental health issue or crisis.

### 409.4 COORDINATION WITH MENTAL HEALTH PROFESSIONALS

**Best Practice** **MODIFIED**

The Chief of Police should designate the Behavioral Health Coordinator ~~an appropriate Division Chief~~ to collaborate with mental health professionals to develop an education and response protocol. It should include a list of community resources to guide department interaction with those who may be suffering from mental illness or who appear to be in a mental health crisis.

#### 409.4.1 CRISIS INTERVENTION TEAMS

**State** **MODIFIED**

The designated ~~Division Chief~~ Behavioral Health Coordinator should coordinate department participation with any local crisis intervention team (CIT), including, as reasonable, identifying CIT-trained officers and incorporating information from the Indiana technical assistance center for CITs into department procedures as appropriate (I.C. § 5-2-21.2-1; I.C. § 5-2-21.2-2; I.C. § 5-2-21.2-6).

### 409.5 FIRST RESPONDERS

**Best Practice**

Safety is a priority for first responders. It is important to recognize that individuals under the influence of alcohol, drugs or both may exhibit symptoms that are similar to those of a person in a mental health crisis. These individuals may still present a serious threat to officers; such a threat should be addressed with reasonable tactics. Nothing in this policy shall be construed to limit an officer's authority to use reasonable force when interacting with a person in crisis.

Officers are reminded that mental health issues, mental health crises and unusual behavior are not criminal offenses. Individuals may benefit from treatment as opposed to incarceration.

An officer responding to a call involving a person in crisis should:

- (a) Promptly assess the situation independent of reported information and make a preliminary determination regarding whether a mental health crisis may be a factor.
- (b) Request available backup officers and specialized resources as deemed necessary and, if it is reasonably believed that the person is in a crisis situation, use conflict resolution and de-escalation techniques to stabilize the incident as appropriate.
- (c) If feasible, and without compromising safety, turn off flashing lights, bright lights or sirens.
- (d) Attempt to determine if weapons are present or available.



## *Crisis Intervention Incidents*

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- (e) Take into account the person's mental and emotional state and potential inability to understand commands or to appreciate the consequences of his/her action or inaction, as perceived by the officer.
- (f) Secure the scene and clear the immediate area as necessary.
- (g) Employ tactics to preserve the safety of all participants.
- (h) Determine the nature of any crime.
- (i) Request a supervisor, as warranted.
- (j) Evaluate any available information that might assist in determining cause or motivation for the person's actions or stated intentions.
- (k) If circumstances reasonably permit, consider and employ alternatives to force.

### **409.6 DE-ESCALATION**

**Best Practice** **MODIFIED**

Officers should consider that taking no action or passively monitoring the situation may be the most reasonable response to a mental health crisis.

Once it is determined that a situation is a mental health crisis and immediate safety concerns have been addressed, responding members should be aware of the following considerations and should generally:

- Evaluate safety conditions.
- Introduce themselves and attempt to obtain the person's name.
- Be patient, polite, calm and courteous and avoid overreacting.
- Speak and move slowly and in a non-threatening manner.
- Moderate the level of direct eye contact.
- Remove distractions or disruptive people from the area.
- Demonstrate active listening skills (i.e., summarize the person's verbal communication).
- Provide for sufficient avenues of retreat or escape should the situation become volatile.

Responding officers generally should not:

- Use stances or tactics that can be interpreted as aggressive.
- Allow others to interrupt or engage the person.
- Corner a person who is not believed to be armed, violent or suicidal.
- Argue, speak with a raised voice or use threats to obtain compliance.

## Crisis Intervention Incidents

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### 409.7 INCIDENT ORIENTATION

Best Practice

When responding to an incident that may involve mental illness or a mental health crisis, the officer should request that the communications operator provide critical information as it becomes available. This includes:

- (a) Whether the person relies on drugs or medication, or may have failed to take his/her medication.
- (b) Whether there have been prior incidents or suicide threats/attempts, and whether there has been previous police response.
- (c) Contact information for a treating physician or mental health professional.

Additional resources and a supervisor should be requested as warranted.

### 409.8 SUPERVISOR BEHAVIORAL HEALTH COORDINATOR RESPONSIBILITIES

Best Practice MODIFIED

The Behavioral Health Coordinator ~~A supervisor~~ should respond when available and if feasible to the scene of any interaction with a person in crisis. The R ~~r~~ esponding Behavioral Health Coordinator ~~supervisors~~ should:

- (a) Attempt to secure appropriate and sufficient resources.
- (b) Closely monitor any use of force, including the use of restraints, and ensure that those subjected to the use of force are provided with timely access to medical care (see the Handcuffing and Restraints Policy).
- (c) Absent an imminent threat to the public, consider strategic disengagement. This may include removing or reducing law enforcement resources or engaging in passive monitoring.
- (d) Ensure that all reports are completed and that incident documentation uses appropriate terminology and language.
- (e) ~~Conduct an after-action tactical and operational debriefing, and prepare an after-action evaluation of the incident to be forwarded to the :~~
- (f) Evaluate whether a critical incident stress management debriefing for involved members is warranted.

### 409.9 INCIDENT REPORTING

Best Practice

Members engaging in any oral or written communication associated with a mental health crisis should be mindful of the sensitive nature of such communications and should exercise appropriate discretion when referring to or describing persons and circumstances.

Members having contact with a person in crisis should keep related information confidential, except to the extent that revealing information is necessary to conform to department reporting procedures or other official mental health or medical proceedings.

## *Crisis Intervention Incidents*

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### **409.10 CIVILIAN INTERACTION WITH PEOPLE IN CRISIS**

**Best Practice**

Civilian or clerical members may be required to interact with persons in crisis in an administrative capacity, such as dispatching, records request and animal control issues.

- (a) Members should treat all individuals equally and with dignity and respect.
- (b) If a member believes that he/she is interacting with a person in crisis, he/she should proceed patiently and in a calm manner.
- (c) Members should be aware and understand that the person may make unusual or bizarre claims or requests.

If a person's behavior makes the member feel unsafe, if the person is or becomes disruptive or violent, or if the person acts in such a manner as to cause the member to believe that the person may be harmful to him/herself or others, an officer should be promptly summoned to provide assistance.

### **409.11 SEIZURE OF FIREARMS**

**State**

An officer may seize a firearm from a person determined to be dangerous. The seizure may occur with or without a warrant (I.C. § 35-47-14-2).

A dangerous person is a person who, for the purposes of these seizures only, (I.C. § 35-47-14-1):

- (a) Presents an imminent risk of personal injury to the person or others.
- (b) May present a risk of personal injury to the person or others in the future and the person:
  - 1. Has a mental illness as defined in I.C. § 12-7-2-130 that may be controlled by medication, and has not demonstrated a pattern of voluntarily and consistently taking the person's medication while not under supervision.
  - 2. Is the subject of documented evidence that would give rise to a reasonable belief that the person has a propensity for violent or emotionally unstable conduct.

Having been recently released from a mental health facility or having a mental illness that is currently controlled by medication does not establish that the individual is dangerous.

A firearm seized without a warrant under these circumstances requires the officer to submit to the circuit or superior court having jurisdiction over the individual believed to be dangerous, a written statement under oath or affirmation describing the basis for the belief that the individual is dangerous (I.C. § 35-47-14-3).

An officer is not authorized to perform a warrantless search or seizure if a warrant would otherwise be required.

# Goshen Police Department

## Policy Manual

### *Crisis Intervention Incidents*

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#### **409.12 TRAINING**

**State**

In coordination with the mental health community and appropriate stakeholders, the Department will develop and provide comprehensive education and training to all department members to enable them to effectively interact with persons in crisis (I.C. § 5-2-1-9).

# Involuntary Detentions

## 410.1 PURPOSE AND SCOPE

**State**

This policy provides guidelines for when officers may place a person under involuntary detention.

### 410.1.1 DEFINITIONS

**State**

Definitions related to this policy include:

**Immediate detention** - When an individual is involuntarily detained by an officer for immediate hospitalization as provided in I.C. § 12-26-5-0.5.

**Involuntary detention** - Includes both immediate and emergency detentions.

**Emergency detention** - When an individual is involuntarily detained pursuant to a court approved petition under I.C. § 12-26-5-1.

## 410.2 POLICY

**Best Practice**

It is the policy of the Goshen Police Department to protect the public and individuals through legal and appropriate use of the involuntary detention process.

## 410.3 AUTHORITY

**State**

An officer may take into custody and transport an individual to the appropriate facility in the following circumstances:

- (a) There are reasonable grounds to believe that an individual has a mental illness, is either dangerous or gravely disabled, and is in immediate need of hospitalization and treatment (I.C. § 12-26-5-0.5).
- (b) Pursuant to a court order (I.C. § 12-26-5-0.5).
- (c) Where an emergency detention petition is approved by a judge (I.C. § 12-26-5-2).

Individuals shall not be transported to a state institution (I.C. § 12-26-5-0.5).

### 410.3.1 VOLUNTARY EVALUATION

**Best Practice**

If an officer encounters an individual who may qualify for involuntary detention, they may inquire as to whether the person desires to be voluntarily evaluated at an appropriate facility. If the person so desires, the officer should:

- (a) Transport the person to an appropriate facility that is able to conduct the evaluation and admit the person.
- (b) If at any point the person changes their mind regarding voluntary evaluation, the officers should proceed with immediate detention, if appropriate (I.C. § 12-26-5-0.5).

## *Involuntary Detentions*

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- (c) Document the circumstances surrounding the individual's desire to pursue voluntary evaluation and/or admission.

### **410.4 CONSIDERATIONS AND RESPONSIBILITIES**

**Best Practice** **MODIFIED**

Any officer handling a call involving a person who may qualify for involuntary immediate detention should consider, as time and circumstances reasonably permit:

- (a) Available information that might assist in determining the possible cause and nature of the person's action or stated intentions.
- (b) Community or neighborhood mediation services.
- (c) Conflict resolution and de-escalation techniques.
- (d) Community or other resources that may be readily available to assist with mental health issues.

While these steps are encouraged, nothing in this section is intended to dissuade officers from taking reasonable action to ensure the safety of the officers and others.

Involuntary detentions should be preferred over arrest for people who have mental health issues and are suspected of committing minor crimes or creating other public safety issues.

### **410.5 TRANSPORTATION**

**Best Practice** **MODIFIED**

Officers may transport individuals in the patrol unit and shall secure them in accordance with the Handcuffing and Restraints Policy unless there is an underlying medical condition. Should the detainee require transport in a medical transport vehicle and the safety of any person, including the detainee, requires the presence of an officer during the transport, Shift Supervisor approval is required before transport commences.

### **410.6 TRANSFER TO APPROPRIATE FACILITY**

**Best Practice** **MODIFIED**

Upon arrival at the facility, the officer will escort the individual into a treatment area designated by a facility staff member. If the individual is not seeking treatment voluntarily, the officer should provide the staff member with the emergency petition or written statement containing the basis for the officer's belief the person qualifies for immediate detention and remain present to provide clarification of the grounds for detention, upon request.

~~Absent exigent circumstances, the transporting -should not assist facility staff with the admission process, including restraint of the individual. However, if the individual is transported and delivered while restrained, the -may assist with transferring the individual to facility restraints and will be available to assist during the admission process, if requested. Under normal circumstances, -will not apply facility-ordered restraints.~~

## *Involuntary Detentions*

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### **410.7 DOCUMENTATION**

**State**

The written statement containing the basis for the conclusion that reasonable grounds exist for immediate detention shall be provided to the facility staff member assigned to the individual. A copy shall be retained for inclusion in the case report and filed with the court if any related criminal charges are filed by the officer (I.C. § 12-26-5-0.5).

The officer should also provide a verbal summary to any evaluating staff member regarding the circumstances leading to the immediate detention.

### **~~410.8 CRIMINAL OFFENSES~~**

**Best Practice** **MODIFIED**

~~investigating an individual who is suspected of committing a minor criminal offense and who is being taken into custody on an involuntary detention should resolve the criminal matter by issuing a summons and promise to appear in court, as appropriate.~~

~~When an individual who may qualify for an involuntary detention has committed a serious criminal offense that would normally result in an arrest and transfer to a jail facility, the officer should:~~

- ~~(a) Arrest the individual when there is probable cause to do so.~~
- ~~(b) Notify the appropriate supervisor of the facts supporting the arrest and the facts that would support the involuntary detention.~~
- ~~(c) Facilitate the individual's transfer to jail.~~
- ~~(d) Thoroughly document in the related reports the circumstances that indicate the individual may qualify for an involuntary detention.~~

### **410.9 FIREARMS AND OTHER WEAPONS**

**State**

Whenever a person is taken into custody for an involuntary detention, the handling officers should seek to determine if the individual owns or has access to any firearm or other deadly weapon.

Officers should consider whether it is appropriate and consistent with current search and seizure law under the circumstances to seize any such firearms or other dangerous weapons (e.g., safekeeping, evidence, consent). A firearm may be seized under I.C. § 35-47-14-3 if the officer believes the person presents an imminent risk of personal injury to him/herself or another and the officer submits to the circuit or superior court having jurisdiction over the person a written statement under oath or affirmation describing the basis for the belief that the person is dangerous.

Officers are cautioned that a search warrant may be needed before entering a residence or other place to search, unless lawful warrantless entry has already been made (e.g., exigent circumstances, consent). A warrant may also be needed before searching for or seizing weapons.

The handling officer should further advise the person of the procedure for the return of any firearm or other weapon that has been taken into custody.

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## Policy Manual

### *Involuntary Detentions*

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#### **410.10 TRAINING**

State **MODIFIED**

This [Behavioral Health Coordinator](#) ~~department~~ will provide department-approved training on interaction with mentally ill persons, involuntary detentions and crisis intervention (I.C. § 5-2-1-9(g)).



# 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.

## *Medical Aid and Response*

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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

## *Medical Aid and Response*

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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**

State MODIFIED

Specific guidelines for medical attention for injuries sustained from a use of force may be found in the [Response to Resistance, LETB Uniform Statewide Policy on 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.

#### 427.9.2 AED TRAINING AND MAINTENANCE

**Best Practice** **MODIFIED**

The Training Lieutenant should ensure appropriate training is provided to members authorized to use an AED.

~~The is responsible for ensuring AED devices are appropriately maintained and will retain records of all maintenance in accordance with the established records retention schedule.~~

#### 427.9.3 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**

Any member administering opioid overdose medication should detail its use in an appropriate report.

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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.

# First Amendment Assemblies

## 428.1 PURPOSE AND SCOPE

Best Practice

This policy provides guidance for responding to public assemblies or demonstrations.

## 428.2 POLICY

Best Practice

The Goshen Police Department respects the rights of people to peaceably assemble. It is the policy of this department not to unreasonably interfere with, harass, intimidate or discriminate against persons engaged in the lawful exercise of their rights, while also preserving the peace, protecting life and preventing the destruction of property.

## 428.3 GENERAL CONSIDERATIONS

Best Practice MODIFIED

Individuals or groups present on the public way, such as public facilities, streets or walkways, generally have the right to assemble, rally, demonstrate, protest or otherwise express their views and opinions through varying forms of communication, including the distribution of printed matter.

These rights may be limited by laws or ordinances regulating such matters as:

- Obstruction of traffic (I.C. § 35-44.1-2-13)
- Trespass (I.C. § 35-43-2-2)
- Noise (I.C. § 35-45-1-3)
- Picketing
- Unlawful Assembly (I.C. § 16-41-22-1 et seq.)
- Distribution of handbills and leafleting
- Loitering
- Rioting (I.C. § 35-45-1-2)
- Disruptive conduct at funerals or memorial services (I.C. § 35-45-1-3)
- Disorderly conduct (I.C. § 35-45-1-3)
- Control of mass gatherings (I.C. § 16-41-22-1 et seq.)
- Flag desecration (I.C. § 35-45-1-4)
- Unlawful promotion, organization or participation in combative fighting (I.C. § 35-45-18-2; I.C. 35-45-18-3)
- Obstruction of a firefighter (I.C. § 35-44.1-4-8)
- Obstruction of an emergency medical person (I.C. § 35-44.1-4-9)

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### *First Amendment Assemblies*

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- Resisting law enforcement (I.C. § 35-44.1-3-1)

However, officers shall not take action or fail to take action based on the opinions being expressed.

Participant behavior during a demonstration or other public assembly can vary. This may include, but is not limited to:

- Lawful, constitutionally protected actions and speech.
- Civil disobedience (typically involving minor criminal acts).
- Rioting.

All of these behaviors may be present during the same event. Therefore, it is imperative that law enforcement actions are measured and appropriate for the behaviors officers may encounter. This is particularly critical if force is being used. Adaptable strategies and tactics are essential.

The purpose of a law enforcement presence at the scene of public assemblies and demonstrations should be to preserve the peace, to protect life and prevent the destruction of property.

Officers should not:

- Engage in assembly or demonstration-related discussion with participants.
- Harass, confront or intimidate participants.
- Seize the cameras, cell phones or materials of participants or observers unless an officer is placing a person under lawful arrest.
- Use of excessive force against individuals participating in non-violent assemblies or physically bar entrance to or exit from a facility or location which is the subject of such non-violent assemblies.

Supervisors should continually observe department members under their commands to ensure that members' interaction with participants and their response to crowd dynamics is appropriate.

#### 428.3.1 PHOTOGRAPHS, VIDEO RECORDINGS AND OTHER INFORMATION

##### **Best Practice**

Photographs, video recordings and other information may be collected at assemblies and demonstrations as they can serve a number of purposes, such as support of criminal prosecutions, assistance in evaluating department performance, serving as training material, recording the use of dispersal orders and facilitating a response to allegations of improper law enforcement conduct.

Photographs, video recordings and other information shall not be maintained on the political, religious or social activities, views or associations of any individual, group or organization unless those activities, views or associations directly relate to an investigation of criminal activity and there is reasonable suspicion that the subject of the information is involved in criminal conduct.

#### 428.4 UNPLANNED EVENTS

##### **Best Practice**

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When responding to an unplanned or spontaneous public gathering, the first responding officer should conduct an assessment of conditions, including, but not limited to, the following:

- Location
- Number of participants
- Apparent purpose of the event
- Leadership (whether it is apparent and/or whether it is effective)
- Any initial indicators of unlawful or disruptive activity
- Indicators that lawful use of public facilities, streets or walkways will be impacted
- Ability and/or need to continue monitoring the incident

Initial assessment information should be promptly communicated to Elkhart County 911 Center, and the assignment of a supervisor should be requested. Additional resources should be requested as appropriate. The responding supervisor shall assume command of the incident until command is expressly assumed by another, and the assumption of command is communicated to the involved members. A clearly defined command structure that is consistent with the Incident Command System (ICS) should be established as resources are deployed.

#### **428.5 PLANNED EVENT PREPARATION**

##### **Best Practice**

For planned events, comprehensive, incident-specific operational plans should be developed. The ICS should be considered for such events.

##### **428.5.1 INFORMATION GATHERING AND ASSESSMENT**

##### **Best Practice**

In order to properly assess the potential impact of a public assembly or demonstration on public safety and order, relevant information should be collected and vetted. This may include:

- Information obtained from outreach to group organizers or leaders.
- Information about past and potential unlawful conduct associated with the event or similar events.
- The potential time, duration, scope, and type of planned activities.
- Any other information related to the goal of providing a balanced response to criminal activity and the protection of public safety interests.

Information should be obtained in a transparent manner, and the sources documented. Relevant information should be communicated to the appropriate parties in a timely manner.

Information will be obtained in a lawful manner and will not be based solely on the purpose or content of the assembly or demonstration, or actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic



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status, age, cultural group, or disability of the participants (or any other characteristic that is unrelated to criminal conduct or the identification of a criminal subject).

#### 428.5.2 OPERATIONAL PLANS

##### **Best Practice**

An operational planning team with responsibility for event planning and management should be established. The planning team should develop an operational plan for the event.

The operational plan will minimally provide for:

- (a) Command assignments, chain of command structure, roles and responsibilities.
- (b) Staffing and resource allocation.
- (c) Management of criminal investigations.
- (d) Designation of uniform of the day and related safety equipment (helmets, shields, etc.).
- (e) Deployment of specialized resources.
- (f) Event communications and interoperability in a multijurisdictional event.
- (g) An established liaison with demonstration leaders and external agencies.
- (h) An established liaison with City government and legal staff.
- (i) Media relations.
- (j) Logistics: food, fuel, replacement equipment, duty hours, relief and transportation.
- (k) Traffic management plans.
- (l) First aid and emergency medical service provider availability.
- (m) Prisoner transport and detention.
- (n) Review of policies regarding public assemblies and use of force in crowd control.
- (o) Parameters for declaring an unlawful assembly.
- (p) Arrest protocol, including management of mass arrests.
- (q) Protocol for recording information flow and decisions.
- (r) Rules of engagement, including rules of conduct, protocols for field force extraction and arrests, and any authorization required for the use of force.
- (s) Protocol for handling complaints during the event.
- (t) Parameters for the use of body-worn cameras and other portable recording devices.

#### 428.5.3 MUTUAL AID AND EXTERNAL RESOURCES

##### **Best Practice**

The magnitude and anticipated duration of an event may necessitate interagency cooperation and coordination. The assigned Incident Commander should ensure that any required memorandums

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of understanding or other agreements are properly executed, and that any anticipated mutual aid is requested and facilitated (see the Outside Agency Assistance Policy).

#### 428.5.4 MASS GATHERING LICENSE

**State**

Any event that is likely to attract 5,000 or more people and continue for more than 18 consecutive hours requires a license. Applicants for such a license shall be submitted to the Chief of Police (I.C. § 16-41-22-5).

The Chief of Police shall forward the application with recommendations to the health department on the same day the application is received. Upon return of the application from the health department the Chief of Police shall notify the applicant within five days that the application has been disapproved by the health department or whether the Chief of Police will issue the license (I.C. § 16-41-22-12).

#### 428.6 UNLAWFUL ASSEMBLY DISPERSAL ORDERS

**Best Practice**

If a public gathering or demonstration remains peaceful and nonviolent, and there is no reasonably imminent threat to persons or property, the Incident Commander should generally authorize continued monitoring of the event.

Should the Incident Commander make a determination that public safety is presently or is about to be jeopardized, he/she or the authorized designee should attempt to verbally persuade event organizers or participants to disperse of their own accord. Warnings and advisements may be communicated through established communications links with leaders and/or participants or to the group.

When initial attempts at verbal persuasion are unsuccessful, the Incident Commander or the authorized designee should make a clear, standardized announcement to the gathering that the event is an unlawful assembly, and should order the dispersal of the participants. The announcement should be communicated by whatever methods are reasonably available to ensure that the content of the message is clear and that it has been heard by the participants. The announcement should be amplified, made in different languages as appropriate, made from multiple locations in the affected area and documented by audio and video. The announcement should provide information about what law enforcement actions will take place if illegal behavior continues and should identify routes for egress. A reasonable time to disperse should be allowed following a dispersal order.

#### 428.7 USE OF FORCE

**State** **MODIFIED**

Use of force is governed by current department policy and applicable law (see the [Response to Resistance Use-of-Force](#), [LETB Uniform Statewide Policy on Deadly Force](#), Handcuffing and Restraints, Control Devices, and Conducted Energy Device policies).

## *First Amendment Assemblies*

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Individuals refusing to comply with lawful orders (e.g., nonviolent refusal to disperse) should be given a clear verbal warning and a reasonable opportunity to comply. If an individual refuses to comply with lawful orders, the Incident Commander shall evaluate the type of resistance and adopt a reasonable response in order to accomplish the law enforcement mission (such as dispersal or arrest of those acting in violation of the law). Control devices and conducted energy devices should be considered only when the participants' conduct reasonably appears to present the potential to harm officers, themselves or others, or will result in substantial property loss or damage (see the Control Devices and the Conducted Energy Device policies).

Force or control devices, including oleoresin capsaicin (OC), should be directed toward individuals and not toward groups or crowds, unless specific individuals cannot reasonably be targeted due to extreme circumstances, such as a riotous crowd.

Any use of force by a member of this department shall be documented promptly, completely, and accurately in an appropriate report. The type of report required may depend on the nature of the incident.

### **428.8 ARRESTS**

**Best Practice**

The Goshen Police Department should respond to unlawful behavior in a manner that is consistent with the operational plan. If practicable, warnings or advisements should be communicated prior to arrest.

Mass arrests should be employed only when alternate tactics and strategies have been or reasonably appear likely to be unsuccessful. Mass arrests shall only be undertaken upon the order of the Incident Commander or the authorized designee. There must be probable cause for each arrest.

If employed, mass arrest protocols should fully integrate:

- (a) Reasonable measures to address the safety of officers and arrestees.
- (b) Dedicated arrest, booking and report writing teams.
- (c) Timely access to medical care.
- (d) Timely access to legal resources.
- (e) Timely processing of arrestees.
- (f) Full accountability for arrestees and evidence
- (g) Coordination and cooperation with the prosecuting authority, jail and courts (see the Summons Release Policy).

### **428.9 MEDIA RELATIONS**

**Best Practice**

## *First Amendment Assemblies*

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The Public Information Officer should use all available avenues of communication, including press releases, briefings, press conferences and social media, to maintain open channels of communication with media representatives and the public about the status and progress of the event, taking all opportunities to reassure the public about the professional management of the event (see the Media Relations Policy).

### **428.10 DEMOBILIZATION**

**Best Practice**

When appropriate, the Incident Commander or the authorized designee should implement a phased and orderly withdrawal of law enforcement resources. All relieved personnel should promptly complete any required reports, including use of force reports, and account for all issued equipment and vehicles to their supervisors prior to returning to normal operational duties.

### **428.11 POST EVENT**

**Best Practice**

The Incident Commander should designate a member to assemble full documentation of the event, to include the following:

- (a) Operational plan
- (b) Any incident logs
- (c) Any assignment logs
- (d) Vehicle, fuel, equipment and supply records
- (e) Incident, arrest, use of force, injury and property damage reports
- (f) Photographs, audio/video recordings, Elkhart County 911 Center records/tapes
- (g) Media accounts (print and broadcast media)

#### **428.11.1 AFTER-ACTION REPORTING**

**Best Practice**

The Incident Commander should work with City legal counsel, as appropriate, to prepare a comprehensive after-action report of the event, explaining all incidents where force was used, to include:

- (a) Date, time and description of the event
- (b) Actions taken and outcomes (e.g., injuries, property damage, arrests, costs)
- (c) Problems identified
- (d) Significant events
- (e) Recommendations for improvement; opportunities for training should be documented in a generic manner, without identifying individuals or specific incidents, facts or circumstances.

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#### **428.12 TRAINING**

**Best Practice** **MODIFIED**

Department members should receive periodic training regarding this policy, as well as the dynamics of crowd control and incident management. ~~The - should, when practicable, train with its external and mutual aid partners.~~

# Bicycle Patrol

## 432.1 PURPOSE AND SCOPE

Best Practice MODIFIED

This policy establishes guidelines for the Goshen Police Department to safely and effectively use bicycle patrol for the purpose of enhancing field patrol efforts in the community.

## 432.2 POLICY

Best Practice MODIFIED

It is the policy of the Goshen Police Department that patrol bicycles may be used for regular patrol duty, traffic enforcement, parking control or special events. The use of the patrol bicycle will emphasize officer mobility and department's visibility in the community.

## 432.3 OPERATIONS

Best Practice MODIFIED

Bicycle patrol has been shown to be an effective way to increase officer visibility in congested areas, and the quiet operation of the patrol bicycle can facilitate a tactical approach to crimes in progress. Patrol bicycles may be deployed to any area, at any hour of the day or night, according to department's needs and as staffing levels allow.

Requests for specific deployment of bicycle patrol officers shall be coordinated through the bicycle patrol coordinator, shift captain or the OIC (Officer in Charge).

## 432.4 SELECTION

Best Practice MODIFIED

Interested officers who are off probation shall submit a special assignment request to their appropriate Division Chiefs. The supervisor and the appropriate Division Chief will make a determination on approval for the special assignment.

Interested officers shall be evaluated by the following criteria prior to the special assignment:

- (a) Recognized competence and ability as evidenced by performance
- (b) Special skills or training as it pertains to the assignment
- (c) Good physical condition
- (d) Willingness to perform duties using the bicycle as a mode of transportation

### 432.4.1 OFFICER RESPONSIBILITIES

State MODIFIED

Officers should operate the bicycle in compliance with the Indiana Motor Vehicle Code under normal operation, unless their duties require otherwise (I.C. § 9-21-11-11).

Officers may operate the bicycle without lighting equipment during hours of darkness only when it reasonably appears necessary for officer safety or tactical considerations. Officers must use

## *Bicycle Patrol*

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caution and care when operating bicycles without lighting equipment or when they are operating in violation of the rules of the road.

Officers are exempt from the rules of the road under the following conditions (I.C. § 9-21-1-8):

- (a) In response to an emergency call
- (b) While engaged in rescue operations
- (c) In the immediate pursuit of an actual or suspected violator of the law

### **432.5 BICYCLE PATROL COORDINATOR**

**Best Practice** **MODIFIED**

The Chief of Police or designee, shall delegate certain responsibilities to a bicycle patrol coordinator. The coordinator shall be appointed by and directly responsible to the Chief of Police or the authorized designee.

The coordinator may appoint a senior bicycle patrol officer or other designee to assist in the coordination of bicycle patrol officers and their activities.

The responsibilities of the coordinator include, but are not limited to:

- (a) Organizing bicycle patrol training.
- (b) Inspecting and maintaining an inventory of patrol bicycles and program equipment.
- (c) Inspecting and documenting, no less than every three months, that bicycles which are not in active service are in serviceable condition.
- (d) Scheduling maintenance and repairs.
- (e) Evaluating the performance of bicycle patrol officers.
- (f) Coordinating activities with the Patrol Division Chief, or shift captains
- (g) Other activities as required to maintain the efficient operation of bicycle patrol.

### **432.6 PATROL BICYCLE**

**Best Practice** **MODIFIED**

Bicycle patrol officers will be assigned a specially marked and equipped patrol bicycle, for special assignments or patrol operations. Including the use of E-bikes. Officers are expected to wear the appropriate safety equipment to include a bicycle helmet, at times, due to the nature of the special assignment, an officer may choose to forego wearing a bicycle helmet if they determine it's not appropriate for the specific detail. In such cases, the officer shall sign a waiver accepting the risks of riding a bicycle without using the appropriate safety gear.

See attachment: [Waiver No Helmet Bicycle Patrol](#)

#### **432.6.1 TRANSPORTING THE PATROL BICYCLE**

**Best Practice** **MODIFIED**

The patrol bicycle should be transported using a vehicle bicycle rack. Due to possible component damage, transportation of the patrol bicycle in a trunk or on a law enforcement vehicle push-

## *Bicycle Patrol*

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bumper is discouraged. If a bicycle rack is unavailable, a non patrol department vehicle capable of transporting the bicycle shall be used.

### 432.6.2 MAINTENANCE

**Best Practice** **MODIFIED**

- (a) Bicycle patrol officers shall conduct an inspection of the patrol bicycle and equipment prior to use to ensure proper working order of the equipment.
- (b) Officers are responsible for the routine care and maintenance of their assigned equipment (e.g., tire pressure, chain lubrication, overall cleaning).
  - 1. Each patrol bicycle will have scheduled maintenance annually to be performed by a repair shop or technician approved by the Department.
- (c) Officers shall not modify the patrol bicycle or remove, modify or add components to the patrol bicycle except with the express approval of the bicycle patrol coordinator, or in the event of an emergency.
- (d) If a needed repair is beyond the ability of the bicycle patrol officer, a repair work order will be completed and forwarded to the coordinator for repair by a technician approved by the Department.
- (e) Patrol bicycle batteries shall be rotated on the assigned charger at the end of each tour of duty.
  - 1. During prolonged periods of nonuse, each bicycle patrol officer assigned a patrol bicycle shall periodically rotate the batteries on the respective chargers to increase battery life.
- (f) At the end of a patrol bicycle assignment, the bicycle shall be returned clean and ready for the next tour of duty.

### 432.7 UNIFORMS AND EQUIPMENT

**Best Practice** **MODIFIED**

Officers shall wear uniforms and safety equipment in accordance with the Uniforms and Civilian Attire Policy unless the assignment is of a covert nature, in such cases officers may wear clothing best suited for their specific assignment or objectives.

Officers will be responsible for obtaining the necessary forms, citation books and other department equipment needed while on bicycle patrol.

### 432.8 TRAINING

**Best Practice** **MODIFIED**

Officers must complete an initial department-approved bicycle-training course prior to assignment to bicycle patrol. ~~Thereafter, bicycle patrol should receive yearly in service training to improve skills and refresh safety, health and operational procedures. The initial training shall minimally include the following:~~

- (a) ~~Bicycle patrol strategies~~



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## Policy Manual

### *Bicycle Patrol*

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- (b) ~~Bicycle safety and accident prevention~~
- (c) ~~Operational tactics and techniques using bicycles~~

## Attachments

## 2022-11-04 Waiver\_No Helmet\_Bicycle Patrol.pdf

GOSHENPOLICEDEPARTMENT

**BICYCLE HELMET WAIVER**

Pursuant to Goshen Police Department Policy 1018.9, the duty uniform for Bicycle Patrol includes a helmet approved by the Chief of Police. The undersigned Officer acknowledges the requirement to wear a helmet while assigned to Bicycle Patrol.

The undersigned Officer elects not to wear a helmet while participating in Bicycle Patrol. 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 choice to not wear a helmet during the Officer's participation in Bicycle Patrol.

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: \_\_\_\_\_

## Warrant Service

### 606.1 PURPOSE AND SCOPE

Best Practice

This policy establishes guidelines for the planning and serving of arrest and search warrants by members of this department. It is understood that this policy cannot address every variable or circumstance that can arise in the service of a search or arrest warrant, as these tasks can involve rapidly evolving and unique circumstances.

This policy is intended to be used in conjunction with the Operations Planning and Deconfliction Policy, which has additional guidance on planning and serving high-risk warrants.

This policy is not intended to address the service of search warrants on locations or property already secured or routine field warrant arrests by patrol officers.

### 606.2 POLICY

Best Practice

It is the policy of the Goshen Police Department to balance the safety needs of the public, the safety of department members, privacy interests and other relevant factors when making decisions related to the service of search and arrest warrants.

### 606.3 OPERATIONS DIRECTOR

Best Practice MODIFIED

The operations director (see the Operations Planning and Deconfliction Policy) shall review all risk assessment matrix forms with the involved supervisor to determine the risk level of the warrant service.

The operations director will also have the responsibility to coordinate service of those warrants that are categorized as high risk. Deconfliction, risk assessment, operational planning, briefing and debriefing should follow guidelines in the Operations Planning and Deconfliction Policy.

### 606.4 SEARCH WARRANTS

Best Practice

Officers should receive authorization from a supervisor before preparing a search warrant application. Once authorization is received, the officer will prepare the affidavit and search warrant, consulting with the applicable prosecuting attorney as needed. He/she will also complete the risk assessment form and submit it, along with the warrant affidavit, to the appropriate supervisor and the operations director for review and classification of risk (see the Operations Planning and Deconfliction Policy).

### 606.5 ARREST WARRANTS

Best Practice MODIFIED

## Warrant Service

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If an officer reasonably believes that serving an arrest warrant may pose a higher risk than commonly faced on a daily basis, the officer should complete the risk assessment matrix form and submit it to the appropriate supervisor and the operations director for review and classification of risk (see the Operations Planning and Deconfliction Policy).

If the warrant is classified as high risk, service will be coordinated by the SWAT operations director. If the warrant is not classified as high risk, the supervisor should weigh the risk of entry into a residence to make an arrest against other alternatives, such as arresting the person outside the residence where circumstances may pose a lower risk.

### 606.6 WARRANT PREPARATION

**Best Practice**

An officer who prepares a warrant should ensure the documentation in support of the warrant contains as applicable:

- (a) Probable cause to support the search or arrest, including relevant dates and times to demonstrate timeliness and facts to support any request for nighttime or no-knock warrant execution.
- (b) A clear explanation of the affiant's training, experience and relevant education.
- (c) Adequately supported opinions, when relevant, that are not left to unsubstantiated conclusions.
- (d) A nexus between the place to be searched and the persons or items central to the investigation. The facts supporting this nexus should be clear and current. For example, the affidavit shall explain why there is probable cause to believe that a particular person is currently residing at a particular location or that the items sought are present at a particular location.
- (e) Full disclosure of known or suspected residents at the involved location and any indication of separate living spaces at the involved location. For example, it should be disclosed that several people may be renting bedrooms at a single location, even if the exact location of the rooms is not known.
- (f) A specific description of the location to be searched, including photographs of the location, if reasonably available.
- (g) A sufficient description of the items to be seized.
- (h) Full disclosure of any known exculpatory information relevant to the warrant application (refer to the *Brady* Information Policy).

### 606.7 HIGH-RISK WARRANT SERVICE

**Best Practice** **MODIFIED**

The SWAT operations director or the authorized designee shall coordinate the service of warrants that are categorized as high risk and shall have sole authority in determining the manner in which the warrant will be served, including the number of officers deployed.

The member responsible for directing the service should ensure the following as applicable:

# Goshen Police Department

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### Warrant Service

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- (a) When practicable and when doing so does not cause unreasonable risk, video or photographic documentation is made of the condition of the location prior to execution of a search warrant. The images should include the surrounding area and persons present.
- (b) The warrant service is audio- and video-recorded when practicable and reasonable to do so.
- (c) Evidence is handled and collected only by those members who are designated to do so. All other members involved in the service of the warrant should alert one of the designated members to the presence of potential evidence and not touch or disturb the items.
- (d) Reasonable efforts are made during the search to maintain or restore the condition of the location.
- (e) Persons who are detained as part of the warrant service are handled appropriately under the circumstances.
- (f) Reasonable care provisions are made for children and dependent adults (see the Child and Dependent Adult Safety Policy).
- (g) A list is made of all items seized and a copy provided to the person in charge of the premises if present or otherwise left in a conspicuous place.
- (h) A copy of the search warrant is left at the location.
- (i) The condition of the property is documented with video recording or photographs after the search.

#### 606.8 DETENTIONS DURING WARRANT SERVICE

State MODIFIED

Officers must be sensitive to the safety risks of all persons involved with the service of a warrant. Depending on circumstances and facts present, it may be appropriate to control movements of any or all persons present at a warrant service, including those who may not be the subject of a warrant or suspected in the case. However, officers must be mindful that only reasonable force may be used, and weapons should be displayed no longer than the officer reasonably believes is necessary ([see the Response to Resistance Policy and LETB Uniform Statewide Policy on Deadly Force](#)).

As soon as it can be determined that an individual is not subject to the scope of a warrant and that no further reasonable suspicion or safety concerns exist to justify further detention, the person should be promptly released.

Officers should, when and to the extent reasonable, accommodate the privacy and personal needs of people who have been detained.

#### 606.9 ACTIONS AFTER WARRANT SERVICE

Best Practice MODIFIED

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## Policy Manual

### Warrant Service

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The supervisor shall ensure that all affidavits, warrants, receipts and returns, regardless of any associated cases, are completed. Evidence Room Managers or the Investigations Division Chief will ensure all proper paperwork is filed with the issuing judge or magistrate as soon as reasonably possible, but in any event no later than any date specified on the warrant.

#### **606.10 OTHER AGENCIES AND CROSS-JURISDICTIONAL WARRANTS**

**Best Practice** **MODIFIED**

The operations director will ensure that cooperative efforts with other agencies in the service of warrants conform to existing mutual aid agreements or other memorandums of understanding and will work cooperatively to mitigate risks including, but not limited to, the following:

- Identity of team members
- Roles and responsibilities
- Familiarity with equipment
- Rules of engagement
- Asset forfeiture procedures

Any outside agency requesting assistance in the service of a warrant within this jurisdiction should be referred to the operations director. The director should review and confirm the warrant, including the warrant location, and should discuss the service with the appropriate supervisor from the other agency. The director should ensure that members of the Goshen Police Department are utilized appropriately. Any concerns regarding the requested use of Goshen Police Department members should be brought to the attention of the Chief of Police or the authorized designee. The actual service of the warrant will remain the responsibility of the agency requesting assistance.

If the operations director is unavailable, the highest ranking officer should assume this role.

If officers intend to serve a warrant outside Goshen Police Department jurisdiction, the operations director should provide reasonable advance notice to the applicable agency, request assistance as needed and work cooperatively on operational planning and the mitigation of risks detailed in this policy.

Officers will remain subject to the policies of the Goshen Police Department when assisting outside agencies or serving a warrant outside Goshen Police Department jurisdiction.

#### **606.11 MEDIA ACCESS**

**Best Practice**

No advance information regarding warrant service operations shall be released without the approval of the Chief of Police. Any media inquiries or press release after the fact shall be handled in accordance with the Media Relations Policy.

#### **606.12 DOCUMENTATION**

**Best Practice**



## Warrant Service

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Documentation related to the service of a warrant shall be maintained in accordance with the established records retention schedule.

### 606.13 TRAINING

**Best Practice**

The ~~Training-Lieutenant~~ Department should ensure officers receive periodic training on this policy and associated topics, such as legal issues, warrant preparation, warrant service and reporting requirements.

# Vehicle Use

## 703.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish a system of accountability to ensure department vehicles are used appropriately. This policy provides guidelines for on- and off-duty use of department vehicles and shall not be construed to create or imply any contractual obligation by the City of Goshen to provide assigned take-home vehicles.

## 703.2 POLICY

Best Practice

The Goshen Police Department provides vehicles for department-related business and may assign patrol and unmarked vehicles based on a determination of operational efficiency, economic impact to the Department, requirements for tactical deployments and other considerations.

## 703.3 USE OF VEHICLES

Best Practice

### 703.3.1 SHIFT ASSIGNED VEHICLES

Best Practice MODIFIED

The Shift Captain shall ensure a copy of the shift assignment roster, indicating member assignments and vehicle numbers, is completed for each shift and retained in accordance with the established records retention schedule.

### 703.3.2 OTHER USE OF VEHICLES

Best Practice MODIFIED

Outside of off-duty driving approved by the Chief of Police, members utilizing a vehicle for any purpose other than their normally assigned duties or normal vehicle assignment (e.g., transportation to training, community event) shall first notify their supervisor.

### 703.3.3 INSPECTIONS

Best Practice MODIFIED

Members shall be responsible for inspecting the interior and exterior of any assigned vehicle before taking the vehicle into service and at the conclusion of their shifts. Any previously unreported damage, mechanical problems, unauthorized contents or other problems with the vehicle shall be promptly documented to the ~~equipment manager (Training LT)~~, shift supervisor and when necessary, Central Garage.

The interior of any vehicle that has been used to transport any person other than a member of this department should be inspected prior to placing another person in the vehicle and again after

## Vehicle Use

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the person is removed. This is to ensure that unauthorized or personal items have not been left in the vehicle.

When transporting any suspect, prisoner or arrestee, the transporting member shall search all areas of the vehicle that are accessible by the person before and after that person is transported.

All department vehicles are subject to inspection and/or search at any time by a supervisor without notice and without cause. No member assigned to or operating such vehicle shall be entitled to any expectation of privacy with respect to the vehicle or its contents.

### 703.3.4 SECURITY AND UNATTENDED VEHICLES

#### Best Practice

Unattended vehicles should be locked and secured at all times. No key should be left in the vehicle except when it is necessary that the vehicle be left running (e.g., continued activation of emergency lights, canine safety, equipment charging). Officers who exit a vehicle rapidly in an emergency situation or to engage in a foot pursuit must carefully balance the need to exit the vehicle quickly with the need to secure the vehicle.

Members shall ensure all weapons are secured while the vehicle is unattended.

### 703.3.5 MOBILE DATA TERMINAL

#### Discretionary

Members assigned to vehicles equipped with a Mobile Data Terminal (MDT) shall log onto the MDT with the required information when going on-duty. If the vehicle is not equipped with a working MDT, the member shall notify Elkhart County 911 Center. Use of the MDT is governed by the Mobile Data Terminal Use Policy.

### 703.3.6 VEHICLE LOCATION SYSTEM

#### Discretionary

Patrol and other vehicles, at the discretion of the Chief of Police, may be equipped with a system designed to track the vehicle's location. While the system may provide vehicle location and other information, members are not relieved of their responsibility to use required communication practices to report their location and status.

Members shall not make any unauthorized modifications to the system. At the start of each shift, members shall verify that the system is on and report any malfunctions to their supervisor. If the member finds that the system is not functioning properly at any time during the shift, he/she should exchange the vehicle for one with a working system, if available.

System data may be accessed by supervisors at any time. However, access to historical data by personnel other than supervisors will require Division Chief approval.

All data captured by the system shall be retained in accordance with the established records retention schedule.

### 703.3.7 KEYS

#### Discretionary

# Goshen Police Department

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### Vehicle Use

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Members approved to operate marked patrol vehicles should be issued a copy of the key as part of their initial equipment distribution. Members who are assigned a specific vehicle should be issued keys for that vehicle.

Members shall not duplicate keys. The loss of a key shall be promptly reported in writing through the member's chain of command.

#### 703.3.8 ALCOHOL

**Best Practice**

Members who have consumed alcohol are prohibited from operating any department vehicle unless it is required by the duty assignment (e.g., task force, undercover work). Regardless of assignment, members may not violate state law regarding vehicle operation while intoxicated.

#### 703.3.9 PARKING

**Discretionary**

Except when responding to an emergency or when urgent department-related business requires otherwise, members driving department vehicles should obey all parking regulations at all times.

Department vehicles should be parked in assigned stalls. Members shall not park privately owned vehicles in stalls assigned to department vehicles or in other areas of the parking lot that are not so designated unless authorized by a supervisor. Privately owned motorcycles shall be parked in designated areas.

#### 703.3.10 ACCESSORIES AND/OR MODIFICATIONS

**Discretionary**

There shall be no modifications, additions or removal of any equipment or accessories without written permission from the assigned vehicle program manager.

#### 703.3.11 CIVILIAN MEMBER USE

**Best Practice** **MODIFIED**

Civilians shall only operate unmarked detective pool cars. Civilian members shall not operate the emergency lights or sirens of any vehicle unless expressly authorized by a supervisor.

### 703.4 INDIVIDUAL MEMBER ASSIGNMENT TO VEHICLES

**Best Practice**

Department vehicles may be assigned to individual members at the discretion of the Chief of Police. Vehicles may be assigned for on-duty and/or take-home use. Assigned vehicles may be changed at any time. Permission to take home a vehicle may be withdrawn at any time.

The assignment of vehicles may be suspended when the member is unable to perform his/her regular assignment.

#### 703.4.1 ON-DUTY USE

**Best Practice**

# Goshen Police Department

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### Vehicle Use

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Vehicle assignments shall be based on the nature of the member's duties, job description and essential functions, and employment or appointment status. Vehicles may be reassigned or utilized by other department members at the discretion of the Chief of Police or the authorized designee.

#### 703.4.2 ASSIGNED VEHICLES

**Best Practice** **MODIFIED**

Assignment of take-home vehicles shall be based on the location of the member's residence; the nature of the member's duties, job description and essential functions; and the member's employment or appointment status. Residence in the City of Goshen is a prime consideration for assignment of a take-home vehicle. Members who reside outside the City of Goshen may be required to secure the vehicle at a designated location or the Department at the discretion of the Chief of Police.

Criteria for use of take-home vehicles include the following:

- (a) Vehicles shall only be used for work-related purposes and shall not be used for personal errands or transports, unless special circumstances exist and the Chief of Police or a Division Chief gives authorization.
- (b) Vehicles may be used to transport the member to and from the member's residence for work-related purposes.
- (c) Vehicles will not be used when off-duty except:
  - 1. In circumstances when a member has been placed on call by the Chief of Police or Division Chiefs and there is a high probability that the member will be called back to duty.
  - 2. When the member is performing a work-related function during what normally would be an off-duty period, including vehicle maintenance or traveling to or from a work-related activity or function.
  - 3. When the member has received permission from the Chief of Police or Division Chiefs.
  - 4. When the vehicle is being used by the Chief of Police, Division Chiefs or members who are in on-call administrative positions.
  - 5. When the vehicle is being used by on-call investigators.
- (d) While operating the vehicle, authorized members will carry and have accessible their duty firearms and be prepared to perform any function they would be expected to perform while on-duty.
- (e) The two-way communications radio, MDT and global positioning satellite device, if equipped, must be on and set to an audible volume when the vehicle is in operation.
- (f) Unattended vehicles are to be locked and secured at all times.
  - 1. No key should be left in the vehicle except when it is necessary that the vehicle be left running (e.g., continued activation of emergency lights, canine safety, equipment charging).

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### Vehicle Use

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2. All weapons shall be secured while the vehicle is unattended.
  3. All department identification, portable radios and equipment should be secured.
- (g) Vehicles are to be parked off-street at the member's residence unless prior arrangements have been made with the Chief of Police or the authorized designee. If the vehicle is not secured inside a locked garage, all firearms and kinetic impact weapons shall be removed and properly secured in the residence (see the Firearms Policy regarding safe storage of firearms at home).
- (h) Vehicles are to be secured at the member's residence or the appropriate department facility, at the discretion of the Department, when a member will be away (e.g., on vacation) for periods exceeding one week.
1. If the vehicle remains at the residence of the member, the Department shall have access to the vehicle.
  2. If the member is unable to provide access to the vehicle, it shall be parked at the Department.
- (i) The member is responsible for the care and maintenance of the vehicle.
- (j) Off-duty driving approved by the Chief of Police.

#### 703.4.3 ENFORCEMENT ACTIONS

##### **Best Practice**

When driving a take-home vehicle to and from work outside of the jurisdiction of the Goshen Police Department or while off-duty, an officer shall not initiate enforcement actions except in those circumstances where a potential threat to life or serious property damage exists (see the Off-Duty Law Enforcement Actions and Law Enforcement Authority policies).

Officers may render public assistance when it is deemed prudent (e.g., to a stranded motorist).

Officers driving take-home vehicles shall be armed and appropriately attired and shall carry their department-issued identification. Officers should also ensure that department radio communication capabilities are maintained to the extent feasible.

#### 703.4.4 MAINTENANCE

##### **Discretionary**

Members are responsible for the cleanliness (exterior and interior) and overall maintenance of their assigned vehicles. Cleaning and maintenance supplies will be provided by the Department. Failure to adhere to these requirements may result in discipline and loss of vehicle assignment. The following should be performed as outlined below:

- (a) Members shall make daily inspections of their assigned vehicles for service/maintenance requirements and damage.
- (b) It is the member's responsibility to ensure that his/her assigned vehicle is maintained according to the established service and maintenance schedule.

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## Policy Manual

### Vehicle Use

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- (c) All scheduled vehicle maintenance and car washes shall be performed as necessary at a facility approved by the department supervisor in charge of vehicle maintenance.
- (d) The Department shall be notified of problems with the vehicle and approve any major repairs before they are performed.
- (e) When leaving the vehicle at the maintenance facility, the member will complete a vehicle repair card explaining the service or repair, and leave it on the seat or dash.
- (f) All weapons shall be removed from any vehicle left for maintenance.
- (g) Supervisors shall make, at a minimum, monthly inspections of vehicles assigned to members under their command to ensure the vehicles are being maintained in accordance with this policy.

#### 703.5 UNMARKED VEHICLES

**Discretionary**

Unmarked vehicles are assigned to various divisions and their use is restricted to the respective division and the assigned member, unless otherwise approved by a supervisor. Any member operating an unmarked vehicle shall record vehicle usage on the sign-out log maintained in the division for that purpose. Any use of unmarked vehicles by those who are not assigned to the division to which the vehicle is assigned shall also be recorded with the Shift Captain on the shift assignment roster.

#### 703.6 DAMAGE, ABUSE AND MISUSE

**Discretionary**

When any department vehicle is involved in a traffic accident or otherwise incurs damage, the involved member shall promptly notify a supervisor. Any traffic accident report shall be filed with the agency having jurisdiction (see the Traffic Accidents Policy).

Damage to any department vehicle that was not caused by a traffic accident shall be immediately reported during the shift in which the damage was discovered, documented in memorandum format and forwarded to the Shift Captain. An administrative investigation should be initiated to determine if there has been any vehicle abuse or misuse.

#### 703.7 TOLL ROAD USAGE

**State**

Law enforcement vehicles while in discharge of their official duties are routinely exempt from incurring toll road charges (135 I.A.C. 2-5-5).

Members operating department vehicles for any reason other than in the discharge of their official duties shall pay the appropriate toll charge or utilize the appropriate toll way transponder.

#### 703.8 ATTIRE AND APPEARANCE

**Discretionary**

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### *Vehicle Use*

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When operating any department vehicle while off-duty, members may dress in a manner appropriate for their intended activity. Whenever in view of or in contact with the public, attire and appearance, regardless of the activity, should be suitable to reflect positively upon the Department.



## Evidence **Room** Storage

### 800.1 PURPOSE AND SCOPE

**Best Practice**

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

**Best Practice** **MODIFIED**

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 **Vault Room**, temporary cages, or lockers designated for evidence storage, Digital Media Server, AvailWeb.

### 800.2 POLICY

**Best Practice**

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

**Best Practice** **MODIFIED**

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:

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### Evidence Storage

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- (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.
  - (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.

## Evidence Storage

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### 800.4 EVIDENCE ROOM SECURITY

Best Practice MODIFIED

The Evidence Room shall maintain secure storage and control of all property in the custody of this department. An evidence room manager (custodian) shall be appointed by and will be directly responsible to the Division 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

Best Practice

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

Best Practice MODIFIED

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

Best Practice MODIFIED

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

Best Practice MODIFIED

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

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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

**Best Practice** **MODIFIED**

All property must be packaged, sealed, initialed, secured, and entered in the evidence tracking software 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 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 shall be completed describing each item. List all known information, including the following:
  - 1. Serial number
  - 2. Owner's name
  - 3. Collecting member's name
  - 4. Detailed item description
  - 5. An explanation of how the property came into the member's possession.
- (b) Property shall be packaged in a container suitable for its size. If no suitable container is available, notify evidence custodians.
- (c) Each item shall be marked with the member's initials [and unit number](#).

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- (d) A property label shall be completed and attached to the container in which the property is stored.
- (e) A property tag shall be completed and attached to the property or container in which the property is stored.
- (f) The case number shall be indicated on the property tag and the container.

#### 800.5.2 ITEM PACKAGING

Best Practice MODIFIED

The following items require special consideration and shall be packaged as follows, unless special conditions dictate a reasonable deviation:

**Bicycles** - Bicycles and bicycle frames shall have a red evidence 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.

**Biological and related items** - Evidence that may contain biological samples shall be indicated as such with a biohazard label.

Property stained with bodily fluids, such as blood or semen, shall be air-dried in a secure location (e.g., locked drying cabinet) prior to packaging.

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.

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" 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 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.

**Explosives and fireworks** – Explosives, fireworks, and other flammable items will not be retained in the police facility. This includes lighters unless being submitted for DNA or Fingerprint Analysis.

**Firearms and other weapons** - Firearms shall be unloaded and packaged separately from ammunition. [This shall be verified by a second officer.](#) 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 to the Bureau of Motor Vehicles by evidence custodians.

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**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

Best Practice MODIFIED

- (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.

#### 800.6 RECORDING OF PROPERTY

Best Practice MODIFIED

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

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- (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

**Best Practice** **MODIFIED**

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

**Best Practice** **MODIFIED**

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.

#### 800.7.2 TRANSFER OF EVIDENCE TO CRIME LABORATORY

**Best Practice** **MODIFIED**

The evidence room custodian releasing items of evidence for laboratory analysis must complete the required information in the evidence tracking software. The transporting member will acknowledge receipt of the evidence by indicating the date and time in the evidence tracking software. Upon delivering the item, the member will record the delivery time in the evidence

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tracking software 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.

All laboratory test results shall be documented and received in writing.

#### 800.7.3 CONTROLLED SUBSTANCES/NARCOTICS AND DANGEROUS DRUGS

**Best Practice** **MODIFIED**

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

**Best Practice** **MODIFIED**

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

**Best Practice** **MODIFIED**

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.

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

**Best Practice** **MODIFIED**



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### *Evidence Storage*

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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

**State**

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

**State**

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

**Best Practice** **MODIFIED**

All property will be disposed of in accordance with the Evidence Disposal Guidelines outlined in the Evidence Handling Directive.

#### 800.9.1 MARIJUANA

**Best Practice**

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

**State**

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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### 800.9.3 BIOLOGICAL EVIDENCE FROM VIOLENT OFFENSE CASES

State MODIFIED

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

Best Practice MODIFIED

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

Best Practice

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, 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 Section

### 801.1 PURPOSE AND SCOPE

**Best Practice**

This policy establishes the guidelines for the operational functions of the Goshen Police Department Records Section. The policy addresses department file access and internal requests for case reports.

### 801.2 POLICY

**Best Practice**

It is the policy of the Goshen Police Department to maintain department records securely, professionally and efficiently.

### 801.3 RESPONSIBILITIES

**Best Practice**

#### 801.3.1 ADMINISTRATIVE ASSISTANT

**Best Practice**

The Chief of Police shall appoint and delegate certain responsibilities to a Administrative Assistant. The Administrative Assistant shall be directly responsible to the Administration Division Chief or the authorized designee.

The responsibilities of the Administrative Assistant include, but are not limited to:

- (a) Overseeing the efficient and effective operation of the Records Section.
- (b) Scheduling and maintaining Records Section time records.
- (c) Supervising, training and evaluating Records Section staff.
- (d) Maintaining and updating a Records Section procedure manual.
- (e) Ensuring compliance with established policies and procedures.
- (f) Supervising the access, use and release of protected information (see the Protected Information Policy).
- (g) Establishing security and access protocols for case reports designated as sensitive, where additional restrictions to access have been implemented. Sensitive reports may include, but are not limited to:
  1. Homicides
  2. Cases involving department members or public officials
  3. Any case where restricted access is prudent

#### 801.3.2 RECORDS SECTION

**State** **MODIFIED**

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## Policy Manual

### Records Section

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The responsibilities of the Records Section include, but are not limited to:

- (a) Maintaining a records management system for case reports.
  - 1. The records management system should include a process for numbering, identifying, tracking, and retrieving case reports.
- (b) Entering case report information into the records management system.
  - 1. Modification of case reports shall only be made when authorized by a supervisor.
- (c) Providing members of the Department with access to case reports when needed for investigation or court proceedings.
- (d) Maintaining compliance with federal, state, and local regulations regarding reporting requirements of crime statistics (I.C. § 10-13-2-6).
- (e) Maintaining compliance with federal, state, and local regulations regarding criminal history reports and auditing (I.C. § 10-13-2-6).
- (f) Identifying missing case reports and notifying the responsible member's supervisor.
- (g) [Establishing a process for collecting and submitting data to appropriate federal data collection authorities \(e.g., FBI National Use-of-Force Data Collection, U.S. Department of Justice's National Law Enforcement Accountability Database\), as applicable, for the following types of occurrences:](#)
  - 1. [Officer suicides](#)
  - 2. [Officer misconduct](#)
  - 3. [Uses of force](#)
  - 4. [Officer deaths or assaults](#)
  - 5. [Crime incidents](#)
  - 6. [Deaths in custody](#)

#### 801.3.3 WARRANT AND WANTED PERSONS FILES

##### **Discretionary**

If the Department is responsible for maintaining a warrant and wanted persons file, the Administrative Assistant should also develop procedures for establishing warrant service files. This includes:

- (a) Criteria for entering warrants in regional, state or federal information systems.
- (b) Criteria for receiving information from other jurisdictions.
- (c) Recording information into department files.
- (d) Verifying information.
- (e) Canceling information.
- (f) Ensuring 24-hour access to warrants.

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### Records Section

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#### 801.4 FILE ACCESS AND SECURITY

Best Practice MODIFIED

The security of files in the Records Section must be a high priority and shall be maintained as mandated by state or federal law. All case reports including, but not limited to, initial, supplemental, follow-up, evidence and any other reports related to a police department case, criminal history records and publicly accessible logs, shall be maintained in a secure area within the Records Section, accessible only by authorized members of the Records Section. Access to case reports or files when Records Section staff is not available may be obtained through the Shift Captain.

The Records Section will also maintain a secure file for case reports deemed by the Chief of Police as sensitive or otherwise requiring extraordinary access restrictions.

#### 801.5 CONFIDENTIALITY

Best Practice

Records Section staff has access to information that may be confidential or sensitive in nature. Records Section staff shall not access, view or distribute, or allow anyone else to access, view or distribute any record, file or report, whether in hard copy or electronic file format, or any other confidential, protected or sensitive information except in accordance with the Records Maintenance and Release and Protected Information policies and the Records Section procedure manual.

# Temporary Custody of Adults

## 900.1 PURPOSE AND SCOPE

### State

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

#### Best Practice

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

### Best Practice

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

### Best Practice

No adult should be in temporary custody for longer than six hours.

### 900.3.1 INDIVIDUALS WHO SHOULD NOT BE IN TEMPORARY CUSTODY

#### Best Practice

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:

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### *Temporary Custody of Adults*

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- (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.
- (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

##### **Best Practice**

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.

## Temporary Custody of Adults

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No individual in custody shall be permitted to supervise, control or exert any authority over other individuals in custody.

### 900.3.3 ENTRY RESTRICTIONS

**Discretionary** **MODIFIED**

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.
- (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

**Best Practice** **MODIFIED**

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

**Federal** **MODIFIED**

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):



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- (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.
- (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.

#### 900.4.2 CONSULAR NOTIFICATION

##### **Federal**

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.

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### Temporary Custody of Adults

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- (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.
  - (b) Forward any communication from the individual to his/her consular officers without delay.

## 900.5 SAFETY, HEALTH AND OTHER PROVISIONS

**Best Practice**

### 900.5.1 TEMPORARY CUSTODY REQUIREMENTS

**Best Practice** **MODIFIED**

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.
- (j) Adequate furnishings are available, including suitable chairs or benches.

### 900.5.2 MEDICAL CARE

**Best Practice** **MODIFIED**

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### *Temporary Custody of Adults*

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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

Best Practice MODIFIED

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

Best Practice

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.

#### 900.5.5 ESCAPE PREVENTION

Best Practice MODIFIED

- (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.

## Temporary Custody of Adults

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### 900.6 USE OF RESTRAINT DEVICES

**Best Practice**

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

**Best Practice**

Women who are known to be pregnant should be restrained in accordance with the Handcuffing and Restraints Policy.

### 900.7 HOLDING CELLS

**Best Practice** **MODIFIED**

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.

## Temporary Custody of Adults

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### 900.8 SUICIDE ATTEMPT, DEATH OR SERIOUS INJURY

**Best Practice** **MODIFIED**

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.

### 900.9 RELEASE AND/OR TRANSFER

**Best Practice**

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.

# Goshen Police Department

## Policy Manual

### Temporary Custody of Adults

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- (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

**Best Practice** **MODIFIED**

The Patrol Division Chief will ensure any reasonably necessary supplemental procedures are in place to address the following issues:

- (a) General security
  - (a) Areas used for temporary custody, including any cell areas, should be inspected for safety hazards and contraband. ~~at the beginning of each shift.~~
- (b) Key control
- (c) Sanitation and maintenance
- (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

**Best Practice**

Department members should be trained and familiar with this policy and any supplemental procedures.

# Custodial Searches

## 902.1 PURPOSE AND SCOPE

### Best Practice

This policy provides guidance regarding searches of individuals in custody. Such searches are necessary to eliminate the introduction of contraband, intoxicants or weapons into the Goshen Police Department facility. Such items can pose a serious risk to the safety and security of department members, individuals in custody, contractors and the public.

Nothing in this policy is intended to prohibit the otherwise lawful collection of evidence from an individual in custody.

### 902.1.1 DEFINITIONS

#### Best Practice

Definitions related to this policy include:

**Custody search** - An in-custody search of an individual and of his/her property, shoes and clothing, including pockets, cuffs and folds on the clothing, to remove all weapons, dangerous items and contraband.

**Physical body cavity search** - A search that includes a visual inspection and may include a physical intrusion into a body cavity. Body cavity means the stomach or rectal cavity of an individual, and the vagina of a female person.

**Strip search** - A search that requires an individual to remove or rearrange some or all of his/her clothing to permit a visual inspection of the underclothing, breasts, buttocks, anus or outer genitalia. This includes monitoring an individual who is changing clothes, where his/her underclothing, buttocks, genitalia or female breasts are visible.

## 902.2 POLICY

### Federal

All searches shall be conducted with concern for safety, dignity, courtesy, respect for privacy and hygiene, and in compliance with policy and law to protect the rights of those who are subject to any search.

Searches shall not be used for intimidation, harassment, punishment or retaliation.

## 902.3 FIELD AND TRANSPORTATION SEARCHES

### Best Practice

An officer should conduct a custody search of an individual immediately after his/her arrest, when receiving an individual from the custody of another, and before transporting a person who is in custody in any department vehicle.

Whenever practicable, a custody search should be conducted by an officer of the same sex as the person being searched. If an officer of the same sex is not reasonably available, a witnessing officer should be present during the search.

## *Custodial Searches*

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### **902.4 SEARCHES AT POLICE FACILITIES**

**Best Practice**

Custody searches shall be conducted on all individuals in custody, upon entry to the Goshen Police Department facilities. Except in exigent circumstances, the search should be conducted by a member of the same sex as the individual being searched. If a member of the same sex is not available, a witnessing member must be present during the search.

Custody searches should also be conducted any time an individual in custody enters or re-enters a secure area, or any time it is reasonably believed that a search is necessary to maintain the safety and security of the facility.

#### **902.4.1 PROPERTY**

**Best Practice** **MODIFIED**

Members shall take reasonable care in handling the property of an individual in custody to avoid discrepancies or losses. Property retained for safekeeping shall be kept in a secure location until the individual is released or transferred.

Some property may not be accepted by a facility or agency that is taking custody of an individual from this department, such as weapons or large items. These items should be retained for safekeeping in accordance with the Evidence Room Policy.

#### **902.4.2 VERIFICATION OF MONEY**

**Best Practice** **MODIFIED**

Money subject to seizure shall be counted in front of the individual from whom it was received while using the officer's Body-Worn device. All appropriate seizure documents shall be forwarded to the Elkhart County Prosecutor's Office and the money shall be kept as evidence. When money is not subject to seizure, an officer should conduct a count of the money in the presence of the arrestee, the money shall be transported with the individual to the correctional facility where an inventory of all personal items will occur.

### **902.5 STRIP SEARCHES**

**Federal**

No individual in temporary custody at any Goshen Police Department facility shall be subjected to a strip search unless there is reasonable suspicion based upon specific and articulable facts to believe the individual has a health condition requiring immediate medical attention or is concealing a weapon or contraband (210 I.A.C. 3-1-13). Factors to be considered in determining reasonable suspicion include, but are not limited to:

- (a) The detection of an object during a custody search that may be a weapon or contraband and cannot be safely retrieved without a strip search.
- (b) Circumstances of a current arrest that specifically indicate the individual may be concealing a weapon or contraband.



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### *Custodial Searches*

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1. A felony arrest charge or being under the influence of a controlled substance should not suffice as reasonable suspicion absent other facts.
- (c) Custody history (e.g., past possession of contraband while in custody, assaults on department members, escape attempts).
- (d) The individual's actions or demeanor.
- (e) Criminal history (i.e., level of experience in a custody setting).

No transgender or intersex individual shall be searched or examined for the sole purpose of determining the individual's genital status. If the individual's genital status is unknown, it may be determined during conversations with the person, by reviewing medical records, or as a result of a broader medical examination conducted in private by a medical practitioner (28 CFR 115.115).

#### 902.5.1 STRIP SEARCH PROCEDURES

**Federal** **MODIFIED**

Strip searches at Goshen Police Department facilities shall be conducted as follows (28 CFR 115.115):

- (a) Written authorization from the supervisor shall be obtained prior to the strip search.
- (b) All members involved with the strip search shall be of the same sex as the individual being searched, unless the search is conducted by a medical practitioner.
- (c) All strip searches shall be conducted in a professional manner under sanitary conditions and in a secure area of privacy so that the search cannot be observed by those not participating in the search. The search shall not be reproduced through a visual or sound recording.
- (d) Whenever possible, a second member of the same sex should also be present during the search, for security and as a witness to the finding of evidence.
- (e) Members conducting a strip search shall not touch the breasts, buttocks or genitalia of the individual being searched.
- (f) The primary member conducting the search shall prepare a written report to include:
  1. The facts that led to the decision to perform a strip search.
  2. The reasons less intrusive methods of searching were not used or were insufficient.
  3. The written authorization for the search, obtained from the supervisor.
  4. The name of the individual who was searched.
  5. The name and sex of the members who conducted the search.
  6. The name, sex and role of any person present during the search.
  7. The time and date of the search.
  8. The place at which the search was conducted.
  9. A list of the items, if any, that were recovered.

## *Custodial Searches*

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10. The facts upon which the member based his/her belief that the individual was concealing a weapon or contraband.
  - (g) No member should view an individual's private underclothing, buttocks, genitalia or female breasts while that individual is performing bodily functions or changing clothes, unless he/she otherwise qualifies for a strip search. However, if serious hygiene or health issues make it reasonably necessary to assist the individual with a shower or a change of clothes, a supervisor should be contacted to ensure reasonable steps are taken to obtain the individual's consent and/or otherwise protect his/her privacy and dignity.

### 902.5.2 SPECIAL CIRCUMSTANCE FIELD STRIP SEARCHES

**Federal** **MODIFIED**

A strip search may be conducted in the field only with supervisor authorization and only in exceptional circumstances, such as when:

- (a) There is probable cause to believe that the individual is concealing a weapon or other dangerous item that cannot be recovered by a more limited search.
- (b) There is probable cause to believe that the individual is concealing controlled substances or evidence that cannot be recovered by a more limited search, and there is no reasonable alternative to ensure the individual cannot destroy or ingest the substance during transportation.

These special-circumstance field strip searches shall only be authorized and conducted under the same restrictions as the strip search procedures in this policy, except that the supervisor authorization does not need to be in writing.

### 902.6 PHYSICAL BODY CAVITY SEARCH

**Federal** **MODIFIED**

Physical body cavity searches shall be subject to the following (210 I.A.C. 3-1-13):

- (a) No individual shall be subjected to a physical body cavity search without written approval of the supervisor and only upon a search warrant. A copy of any search warrant and the results of the physical body cavity search shall be included with the related reports and made available, upon request, to the individual or authorized representative (except for those portions of the warrant ordered sealed by a court).
- (b) Only medical personnel may conduct a physical body cavity search.
- (c) Except for the medical personnel conducting the search, persons present must be of the same sex as the individual being searched. Only the necessary department members needed to maintain the safety and security of the medical personnel shall be present.
- (d) Privacy requirements, including restricted touching of body parts and sanitary condition requirements, are the same as required for a strip search.
- (e) All such searches shall be documented, including:

## Custodial Searches

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1. The facts that led to the decision to perform a physical body cavity search of the individual.
  2. The reasons less intrusive methods of searching were not used or were insufficient.
  3. The supervisor's approval.
  4. A copy of the search warrant.
  5. The time, date and location of the search.
  6. The medical personnel present.
  7. The names, sex and roles of any department members present.
  8. Any contraband or weapons discovered by the search.
- (f) A copy of the written authorization shall be retained and shall be made available to the individual who was searched or other authorized representative upon request.

### 902.7 GENDER IDENTITY OR EXPRESSION CONSIDERATIONS

**Best Practice** **MODIFIED**

If an individual who is subject to a strip search or physical body cavity search has a gender identity or expression that differs from their sex assigned at birth, the search should be conducted by members of the same gender identity or expression as the individual, unless the individual requests otherwise.

### 902.8 JUVENILES

**Best Practice** **MODIFIED**

No juvenile should be subjected to a strip search or a physical body cavity search at the Department.

The Chief of Police or the authorized designee should establish procedures for the following:

- (a) Safely transporting a juvenile who is suspected of concealing a weapon or contraband, or who may be experiencing a medical issue related to such concealment, to a medical facility or juvenile detention facility as appropriate in the given circumstances.
  1. Procedures should include keeping a juvenile suspected of concealing a weapon under constant and direct supervision until custody is transferred to the receiving facility.
- (b) Providing officers with information identifying appropriate medical and juvenile detention facilities to which a juvenile should be transported for a strip or body cavity search.

Nothing in this section is intended to prevent an officer from rendering medical aid to a juvenile in emergency circumstances (see the Medical Aid and Response Policy for additional guidance).

## *Custodial Searches*

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### **902.9 TRAINING**

**Federal**

The Training Lieutenant shall ensure members have training that includes (28 CFR 115.115):

- (a) Conducting searches of cross-gender individuals.
- (b) Conducting searches of transgender and intersex individuals.
- (c) Conducting searches in a professional and respectful manner, and in the least intrusive manner possible, consistent with security needs.

# Recruitment and Selection

## 1000.1 PURPOSE AND SCOPE

**Best Practice**

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

**Best Practice**

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

**Best Practice** **MODIFIED**

The Assistant 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.

The Assistant Chief or designee 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

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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

Best Practice MODIFIED

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 shall 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) Personal and professional 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:
  - 1. This review should include the identification of any activity that promotes or supports unlawful violence or unlawful bias against persons based on protected characteristics (e.g., race, ethnicity, national origin, religion, gender, gender identity, sexual orientation, disability).
- (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 or voice stress analyzer 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
- (m) Relevant national and state decertification records, if available

##### 1000.4.1 EXAMINER AND INVESTIGATOR QUALIFICATIONS

Best Practice MODIFIED

# Goshen Police Department

## Policy Manual

### Recruitment and Selection

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~~Polygraph, truth telling device, or VSA examiners should have a certification on file with the Administration Division Chief.~~ If a polygraph/voice stress analyzer examination is administered, the examiner should be appropriately licensed or certified and a copy of the license or certification should be maintained by the Investigations Division Chief.

Medical and psychological examinations should be administered by appropriately licensed professionals. Examination results should be securely maintained in accordance with Indiana state law and the established records retention schedule (see the Personnel Records and the Records Maintenance and Release policies).

#### 1000.4.2 HIRING PREFERENCE

**State**

The Department will provide preference as required by I.C. § 36-8-10-10.4.

#### 1000.5 BACKGROUND INVESTIGATION

**Best Practice**

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

**Best Practice**

Members who conduct background investigations shall receive department-approved training in collecting the required information.

##### 1000.5.2 NOTICES

**Federal**

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

**Best Practice** **MODIFIED**

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.

## *Recruitment and Selection*

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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

#### **Best Practice**

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

#### **Best Practice**

The background report and all supporting documentation shall be maintained in accordance with the established records retention schedule.

## **1000.6 DISQUALIFICATION GUIDELINES**

#### **Best Practice**

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**

#### **State**

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.



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### *Recruitment and Selection*

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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

**State**

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 when applicable (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.
- (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, they 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, they 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

**Best Practice**

**MODIFIED**

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### *Recruitment and Selection*

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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.

# Performance Evaluations

## 1001.1 PURPOSE AND SCOPE

**Discretionary**

This policy provides guidelines for the Goshen Police Department performance evaluation system.

## 1001.2 POLICY

**Discretionary**

The Goshen Police Department shall use a performance evaluation system to measure, document, and recognize work performance. The performance evaluation will serve as an objective guide for the recognition of good work and the development of a process for improvement.

The Department evaluates employees in a nondiscriminatory manner based upon job-related factors specific to the employee's position, without regard to 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.

## 1001.3 TYPES OF EVALUATIONS

**Discretionary** **MODIFIED**

The Department shall use the following types of evaluations:

**Regular** - An evaluation completed annually by the employee's assigned shift's supervisory staff. Employees who have been promoted should be evaluated as established by the Division Chief or, minimally, on the anniversary of the date of the last promotion.

When an employee transfers to a different assignment in the middle of an evaluation period and less than six months has transpired since the transfer, the evaluation should be completed by the current supervisory staff with input from the employee's previous supervisor.

**Special** - An evaluation that may be completed at any time the supervisor and Division Chief or the authorized designee determine an evaluation is necessary to address less than standard performance. The evaluation may include a plan for follow-up action (e.g., performance improvement plan (PIP), remedial training, retraining).

### 1001.3.1 RATINGS

**Discretionary** **MODIFIED**

When completing an evaluation, the supervisor will identify the rating category that best describes the employee's performance. The definition of each rating category and coinciding evaluation score is as follows:

**Outstanding 4/1** - Performance is well beyond that required for the position. It is exceptional performance, definitely superior or extraordinary.

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### *Performance Evaluations*

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**Exceeds standards 3/75** - Performance is better than demonstrated by a competent employee. It is performance superior to what is required, but is not of such nature to warrant a rating of outstanding.

**Meets standards 2/50** - Performance of a competent employee. It is satisfactory performance that meets the standards required of the position.

**Needs improvement 1/25** - Performance is less than the standards required of the position. A needs improvement rating shall be thoroughly discussed with the employee.

**Unsatisfactory 00** - Performance is inferior to the standards required of the position. It is inadequate or undesirable performance that cannot be allowed to continue.

Supervisor comments may be included in the evaluation to document the employee's strengths, weaknesses and requirements for improvement. Any job dimension rating marked as unsatisfactory or outstanding shall be substantiated with supervisor comments.

#### 1001.3.2 PERFORMANCE IMPROVEMENT PLAN

**Discretionary** **MODIFIED**

(Tier 2 and 3 Performance Improvement Plan)

Employees who receive an unsatisfactory rating may be subject to a PIP. The PIP shall delineate areas that need improvement, any improvement measures and a timetable in which to demonstrate improvement. The issuing supervisor shall meet with the employee to review his/her performance and the status of the PIP at least monthly.

#### **Tier #1(32 and Above)**

You are meeting or exceeding the police department expectations. Supervisor can count on you as an active participant who continues a pattern of quality work and strives to become even better. You are promotable and capable of being an Officer-In-Charge depending on experience level and seniority. This would be the Tier needed to maintain any department amenities.

#### **Tier #2(24 to 31)**

The officer has a passing evaluation, but is ineligible to be an Officer-In Charge, and is ineligible for promotion. Depending on their progress; amenities offered by the police department such as take-home vehicle, department specialties, appointed positions, and Officer-In-Charge status could be temporarily suspended until the officer improves their performance. The officer will be given opportunities to improve their performance through goals provided by their supervisors.

(Any ranking officer falling into Tier #2 or below on more than one occasion may have their performance presented to the Board of Public Works and Safety for demotion from rank)

#### **Tier #3(23 or Below)**

The officer is considered substandard. The officer is failing and will be subjected to strict correction plans to improve their performance. If the officer is apathetic to change, refuses to increase

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proficiency, and show stagnant or decreased activity, severe consequences will occur up to termination.

(Any officer falling into Tier #3 on more than one occasion may have their performance presented to the Board of Public Works and Safety for termination from employment)

#### **Tier #2 Procedures**

##### Patrol Officer

###### 1st Step

- (a) Placed on a correction plan for a period up to three (3) months
- (b) Not allowed to be Officer-In-Charge
- (c) Supervisors monitor to see if officer is on track for an evaluation score of 32 or higher
- (d) If after the correction plan period the officer is on track, they would be allowed to be Officer-In-Charge again
- (e) If not, it would advance to 2nd Step

###### 2nd Step

- (a) Placed on a second modified correction plan for a period up to three (3) months
- (b) Not allowed to be Officer-In-Charge
- (c) Would lose all department amenities to include, but not be limited to; take home vehicle, suspended from appointed specialties to include, but not be limited to SWAT, Department Trainer, Field Training Officer, Evidence Tech, K-9, ICE, SRO, consideration for specialty schools, etc.
- (d) If after the modified correction plan period the officer is on track they would earn privileges back and could be Officer-In-Charge
- (e) If not, modifications are made by supervisors to the corrective plan, sanctions remain until their score is 32 or higher

##### Ranking Officer

###### 1st Step

- (a) Placed on a correction plan for a period up to three (3) months
- (b) Not allowed to be Officer-In Charge and their rank authority would be temporarily suspended
- (c) Supervisors monitor to see if ranking officer is on track for an evaluation score of 32 or higher
- (d) If after the correction plan period the ranking officer is on track, they would be allowed to be Officer-In-Charge again and to have rank authority restored
- (e) If not, it would advance to 2nd Step

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#### 2nd Step

- (a) Placed on a second modified correction plan for a period up to three (3) months
- (b) Continuation of restriction, not allowed to be Officer-In-Charge and their rank authority would be temporarily suspended
- (c) Would lose all department amenities to include, but not be limited to; take home vehicle, suspended from appointed specialties to include, but not be limited to SWAT, Department Trainer, Field Training Officer, Evidence Tech, K-9, ICE, SRO, consideration for specialty schools, etc.
- (d) If after the modified correction plan period the ranking officer is on track they would earn privileges back and could be Officer-In-Charge again and to have rank authority restored
- (e) If not, it would advance to 3rd Step

#### 3rd Step

- (a) Would participate in a mandatory meeting with the Executive Staff (Chiefs) and supervisors
- (b) Placed on a third modified correction plan for up to six (6) month time period
- (c) Supervisors monitor to see if ranking officer is on track for an evaluation score of 32 or higher
- (d) If after the third correction plan period the ranking officer is on track they would earn privileges back and could be Officer-In-Charge again and to have rank authority restored
- (e) If not, it would advance to 4th Step

#### 4th Step

- (a) Case presented to Board of Public Works and Safety for demotion to patrol officer

#### **Tier #3 Procedures**

- (a) Would participate in mandatory meeting with the Executive Staff (Chiefs) and supervisors
- (b) Placed on a modified correction plan up to six (6) month time period
- (c) Not allowed to be Officer-In-Charge, if a ranking officer their rank authority would be temporarily suspended
- (d) Would lose all department amenities to include, but not be limited to; take home vehicle, suspended from appointed specialties to include, but not be limited to; SWAT, Department Trainer, Field Training Officer, Evidence Tech, K-9, ICE, SRO, consideration for specialty schools, etc.
- (e) If after the correction plan period the officer is on track for a Tier #2 score, refer to 2nd Step listed above

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- (f) If not on track for an evaluation score above a Tier #3 after the correction plan the officer is placed on a second correction plan up to a six (6) month time period to improve their performance
- (g) If after the second correction plan period the officer is on track for a Tier #2 score, refer to 2nd Step listed above
- (h) If after the second correction plan period the officer is not on track for a Tier #2 score or higher, case would be presented to the Board of Public Works and Safety for termination

### 1001.4 EVALUATION PROCESS

**Discretionary** **MODIFIED**

Supervisors should meet with the employees they supervise at the beginning of the evaluation period to discuss expectations and establish performance standards. Each supervisor should discuss the tasks of the position, standards of expected performance and the evaluation criteria with each employee.

Performance evaluations cover a specific period and should be based upon documented performance dimensions that are applicable to the duties and authorities granted to the employee during that period. Evaluations should be completed by each employee's supervisors. Other supervisors directly familiar with the employee's performance during the rating period should be consulted by the evaluating supervisor for input.

Assessment of an employee's job performance is an ongoing process. Continued coaching and feedback provides supervisors and employees with opportunities to correct performance issues as they arise and to acknowledge good work. Periodic discussions with the employee during the course of the evaluation period are encouraged. Supervisors should document all discussions in the prescribed manner.

### 1001.5 EVALUATION FREQUENCY

**Discretionary** **MODIFIED**

Supervisors shall ensure that all employees they supervise are evaluated at least once every calendar year. And each officer shall have a review of their established goals every six (6) months.

Supervisors shall work in conjunction with Field Training Officers to track the progress of officers in their probationary year. Officers with less than two years of continuous service are not subject to the Tier 2 and Tier 3 performance improvement plan. The progress of a new officer shall be monitored by the Field Training Program's Coordinator and the shift supervisors.

### 1001.6 EVALUATION INTERVIEW

**Discretionary**

When the supervisor has completed his/her evaluation, a private discussion of the evaluation should be scheduled with the employee. The supervisor should discuss the evaluation ratings and respond to any questions the employee may have. The supervisor should provide relevant counseling regarding advancement, specialty positions and training opportunities. Any

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performance areas in need of improvement and goals for reaching the expected level of performance should be identified and discussed. If the employee has reasonable objections to any of the ratings, the supervisor may make appropriate adjustments to the evaluation. The reason for such adjustments shall be documented.

Employees may write comments in an identified section of the evaluation. The supervisor and employee will sign and date the evaluation.

### 1001.6.1 DISCRIMINATORY HARASSMENT FORM

#### **Best Practice**

At the time of each employee's annual evaluation, the supervisor shall provide access to and require the employee to read the City harassment and discrimination policies and the Goshen Police Department Discriminatory Harassment Policy. The supervisor shall give the employee a form to be completed and returned that acknowledges the following:

- (a) The employee understands the harassment and discrimination policies.
- (b) The employee has had all questions regarding the policies sufficiently addressed.
- (c) The employee knows how to report alleged harassment and discrimination policy violations.
- (d) Whether the employee has been the subject of, or witness to, any unreported conduct that may violate the discrimination or harassment policies.

The completed form should be returned to the supervisor (or other authorized individual if the employee is uncomfortable returning the form to the presenting supervisor) within one week. If the employee has expressed any questions or concerns, the receiving supervisor or other authorized individual shall ensure that appropriate follow-up action is taken.

### 1001.7 APPEAL

#### **Discretionary**

An employee who disagrees with his/her evaluation may provide a formal written response that will be attached to the evaluation, or may request an appeal.

To request an appeal, the employee shall forward a written memorandum within three days to the evaluating supervisor's Division Chief or the authorized designee. The memorandum shall identify the specific basis for the appeal and include any relevant information for the reviewer to consider.

### 1001.8 CHAIN OF REVIEW

#### **Discretionary**

The signed performance evaluation and any employee attachment should be forwarded to the evaluating supervisor's Division Chief or the authorized designee. The Division Chief or the authorized designee shall review the evaluation for fairness, impartiality, uniformity and consistency, and shall consider any written response or appeal made by the employee.



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The Division Chief or the authorized designee should evaluate the supervisor on the quality of ratings given.

#### 1001.9 EVALUATION RESPONSIBILITIES

##### Agency Content

Officers of the same rank or position shall be evaluated using the same form by the following:

- (a) ~~The Chief of Police shall evaluate the Assistant Chief of Police.~~
- (b) ~~The Chief of Police and the Assistant Chief of Police shall evaluate the Patrol Division Chief and the Investigations Division Chief.~~
- (c) The Patrol Division Chief shall evaluate each Captain.
- (d) The Patrol Division Chief and shift Captain shall jointly evaluate the shift Lieutenant of each respective shift.
- (e) The shift Captain and shift Lieutenant shall jointly evaluate the shift Sergeant of their respective shift.
- (f) The shift Captain, shift Lieutenant and shift Sergeant shall jointly evaluate each Patrol Officer of their respective shift.
- (g) The shift Captain, shift Lieutenant, shift Sergeant, Field Training Officer or Training Officer shall jointly evaluate each Patrol Officer of their respective shift every six (6) months during the Patrol Officer's first twenty-four (24) months of employment with the Department.
- (h) The Investigations Division Chief shall evaluate each Detective.
- (i) The Patrol Division Chief and a school official shall jointly evaluate each School Resource Officer.
- (j) The Patrol Division Chief shall evaluate the Drug Unit Captain.
- (k) The Patrol Division Chief and Drug Unit Captain shall jointly evaluate each Drug Unit Officer.

#### 1001.10 RETENTION AND DISTRIBUTION

##### Discretionary MODIFIED

The original performance evaluation and any original correspondence related to an appeal shall be maintained by the Department in accordance with the Personnel Records Policy.

A copy of the evaluation and any documentation of a related appeal shall be provided to the employee and also forwarded to the Chief of Police.

# Line-of-Duty Deaths

## 1023.1 PURPOSE AND SCOPE

Best Practice MODIFIED

The purpose of this policy is to provide guidance to members of the Goshen Police Department in the event of the death of a member occurring in the line of duty and to direct the Department in providing proper support for the member's survivors.

The Chief of Police may also apply some or all of this policy [for a non-line-of-duty member death](#), or in situations where members are injured in the line of duty and the injuries are life-threatening.

### 1023.1.1 DEFINITIONS

Federal MODIFIED

Definitions related to this policy include:

**Line-of-duty death** - The death of ~~a sworn member~~ [an officer](#) during the course of performing law enforcement related functions while on- or off-duty, or a civilian member during the course of performing assigned duties.

[For an officer, a line-of-duty death includes death that is the direct and proximate result of a personal injury sustained in the line of duty \(34 USC§ 10281\).](#)

**Survivors** - Immediate family members of the deceased member, which can include spouse, children, parents, other next of kin, or significant others. The determination of who should be considered a survivor for purposes of this policy should be made on a case-by-case basis given the individual's relationship with the member and whether the individual was previously designated by the deceased member.

## 1023.2 POLICY

Best Practice

It is the policy of the Goshen Police Department to make appropriate notifications and to provide assistance and support to survivors and coworkers of a member who dies in the line of duty.

It is also the policy of this department to respect the requests of the survivors when they conflict with these guidelines, as appropriate.

## 1023.3 INITIAL ACTIONS BY COMMAND STAFF

Best Practice MODIFIED

- (a) Upon learning of a line-of-duty death, the deceased member's supervisor should provide all reasonably available information to the ~~Officer in Charge, Shift Captain, Shift Captain, Officer in Charge~~, and Elkhart County 911 Center.
  1. Communication of information concerning the member and the incident should be restricted to secure networks to avoid interception by the media or others (see the Public Information Officer section of this policy).

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- (b) The Shift Captain should ensure that notifications are made in accordance with the Officer-Involved Shootings and Deaths and Major Incident Notification policies as applicable.
- (c) If the member has been transported to the hospital, the Shift Captain or the authorized designee should respond to the hospital to assume temporary responsibilities as the Hospital Liaison.
- (d) The Chief of Police or the authorized designee should assign members to handle survivor notifications and assign members to the roles of Hospital Liaison (to relieve the temporary Hospital Liaison) and the Department Liaison as soon as practicable (see the Notifying Survivors section and the Department Liaison and Hospital Liaison subsections in this policy).

#### **1023.4 NOTIFYING SURVIVORS**

##### **Best Practice**

Survivors should be notified as soon as possible in order to avoid the survivors hearing about the incident in other ways.

The Chief of Police or the authorized designee should review the deceased member's emergency contact information and make accommodations to respect the member's wishes and instructions specific to notifying survivors. However, notification should not be excessively delayed because of attempts to assemble a notification team in accordance with the member's wishes.

The Chief of Police, Shift Captain, or the authorized designee should select at least two members to conduct notification of survivors, one of which may be the Department chaplain.

Notifying members should:

- (a) Make notifications in a direct and compassionate manner, communicating as many facts of the incident as possible, including the current location of the member. Information that is not verified should not be provided until an investigation has been completed.
- (b) Determine the method of notifying surviving children by consulting with other survivors and taking into account factors such as the child's age, maturity, and current location (e.g., small children at home, children in school).
- (c) Plan for concerns such as known health concerns of survivors or language barriers.
- (d) Offer to transport survivors to the hospital, if appropriate. Survivors should be transported in department vehicles. Notifying members shall inform the Hospital Liaison over a secure network that the survivors are on their way to the hospital. Notifying members should remain at the hospital while the survivors are present.
- (e) When survivors are not at their residences or known places of employment, actively seek information and follow leads from neighbors, other law enforcement, postal authorities, and other sources of information in order to accomplish notification in as timely a fashion as possible. Notifying members shall not disclose the reason for their contact other than a family emergency.

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- (f) If making notification at a survivor's workplace, ask a workplace supervisor for the use of a quiet, private room to meet with the survivor. Members shall not inform the workplace supervisor of the purpose of their visit other than to indicate that it is a family emergency.
- (g) Offer to call other survivors, friends, or clergy to support the survivors and to avoid leaving survivors alone after notification.
- (h) Assist the survivors with meeting child care or other immediate needs.
- (i) Provide other assistance to survivors and take reasonable measures to accommodate their needs, wishes, and desires. Care should be taken not to make promises or commitments to survivors that cannot be met.
- (j) Inform the survivors of the name and phone number of the Survivor Support Liaison (see the Survivor Support Liaison section of this policy), if known, and the Department Liaison.
- (k) Provide their contact information to the survivors before departing.
- (l) Document the survivors' names and contact information, as well as the time and location of notification. This information should be forwarded to the Department Liaison.
- (m) Inform the Chief of Police or the authorized designee once survivor notifications have been made so that other Goshen Police Department members may be apprised that survivor notifications are complete.

#### 1023.4.1 OUT-OF-AREA NOTIFICATIONS

##### Best Practice

The Department Liaison should request assistance from law enforcement agencies in appropriate jurisdictions for in-person notification to survivors who are out of the area.

- (a) The Department Liaison should contact the appropriate jurisdiction using a secure network and provide the assisting agency with the name and telephone number of the department member that the survivors can call for more information following the notification by the assisting agency.
- (b) The Department Liaison may assist in making transportation arrangements for the member's survivors, but will not obligate the Department to pay travel expenses without the authorization of the Chief of Police.

#### 1023.5 NOTIFYING DEPARTMENT MEMBERS

##### Best Practice

Supervisors or members designated by the Chief of Police are responsible for notifying department members of the line-of-duty death as soon as possible after the survivor notification is made. Notifications and related information should be communicated in person or using secure networks and should not be transmitted over the radio.

Notifications should be made in person and as promptly as possible to all members on-duty at the time of the incident. Members reporting for subsequent shifts within a short amount of time

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should be notified in person at the beginning of their shifts. Members reporting for duty from their residences should be instructed to contact their supervisors as soon as practicable. Those members who are working later shifts or are on days *off* should be notified by phone as soon as practicable.

Members having a close bond with the deceased member should be notified of the incident in person. Supervisors should consider assistance (e.g., peer support, modifying work schedules, approving sick leave) for members who are especially affected by the incident.

Supervisors should direct members not to disclose any information outside the Department regarding the deceased member or the incident.

#### **1023.6 LIAISONS AND COORDINATORS**

~~Best Practice~~ **MODIFIED**

The Chief of Police or the authorized designee should select members to serve as liaisons and coordinators to handle responsibilities related to a line-of-duty death, including but not limited to:

- (a) Department Liaison.
- (b) Hospital Liaison.
- (c) Survivor Support Liaison.
- (d) Wellness Support Liaison.
- (e) Funeral Liaison.
- (f) Mutual aid coordinator.
- (g) Benefits Liaison.
- (h) Finance coordinator.

Liaisons and coordinators will be directed by the Department Liaison and should be given sufficient duty time to complete their assignments.

Members may be assigned responsibilities of more than one liaison or coordinator position depending on available department resources. The Department Liaison may assign separate liaisons and coordinators to accommodate multiple family units, if needed. [The Department should consider seeking assistance from surrounding law enforcement agencies to fill liaison and coordinator positions, as appropriate.](#)

##### **1023.6.1 DEPARTMENT LIAISON**

~~Best Practice~~ **MODIFIED**

The Department Liaison should be a Division Chief or of sufficient rank to effectively coordinate department resources, and should serve as a facilitator between the deceased member's survivors and the Department. The Department Liaison reports directly to the Chief of Police. The Department Liaison's responsibilities include but are not limited to:



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- (a) Directing the other liaisons and coordinators in fulfilling survivors' needs and requests. Consideration should be given to organizing the effort using the National Incident Management System. ~~(NIMS)~~
- (b) Establishing contact with survivors within 24 hours of the incident and providing them contact information.
- (c) Advising survivors of the other liaison and coordinator positions and their roles and responsibilities.
- (d) Identifying locations that will accommodate a law enforcement funeral and presenting the options to the appropriate survivors, who will select the location.
- (e) Coordinating all official law enforcement notifications and arrangements.
- (f) Making necessary contacts for authorization to display flags at half-staff.
- (g) ~~Ensuring that~~ Reminding department members ~~are reminded~~ of appropriate information-sharing restrictions regarding the release of information that could undermine future legal proceedings.
- (h) Coordinating security checks of the member's residence as necessary and reasonable.
- (i) Serving as a liaison with visiting law enforcement agencies during memorial and funeral services.

#### ~~1023.6.2~~ HOSPITAL LIAISON

Best Practice | MODIFIED

The Hospital Liaison should work with hospital personnel to:

- (a) Establish a command post or incident command system, as appropriate, to facilitate management of the situation and its impact on hospital operations (e.g., influx of people, parking).
- (b) Arrange for appropriate and separate waiting areas for:
  - (a) The survivors and others whose presence is requested by the survivors.
  - (b) Department members and friends of the deceased member.
  - (c) Media personnel.
- (c) Ensure, as practicable, that any suspects who are in the hospital and their families or friends are not in proximity to the member's survivors or Goshen Police Department members (except for members who may be guarding a suspect).
- (d) Arrange for survivors to receive timely updates regarding the member before information is released to others.
- (e) Arrange for survivors to have private time with the member, if requested.
  - 1. The Hospital Liaison or hospital personnel may need to explain the condition of the member to the survivors to prepare them accordingly.
  - 2. The Hospital Liaison should accompany the survivors into the room, if requested.
- (f) Stay with survivors and provide them with other assistance as needed at the hospital.

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- (g) If applicable, explain to the survivors why an autopsy may be needed.
- (h) Make arrangements for hospital bills to be directed to the Department, that the survivors are not asked to sign as guarantor of payment for any hospital treatment, and that the member's residence address, insurance information, and next of kin are not included on hospital paperwork.

Other responsibilities of the Hospital Liaison include but are not limited to:

- Arranging transportation for the survivors back to their residence.
- Working with investigators to gather and preserve the deceased member's equipment and other items that may be of evidentiary value.
- Documenting their actions at the conclusion of duties.

#### 1023.6.3 SURVIVOR SUPPORT LIAISON

Best Practice MODIFIED

The Survivor Support Liaison should work with the Department Liaison to fulfill the immediate needs and requests of the survivors of any member who has died in the line of duty, and serve as the long-term department contact for survivors.

The Survivor Support Liaison should be selected by the deceased member's Division Chief. The following should be considered when selecting the Survivor Support Liaison:

- The liaison should be an individual the survivors know and with whom they are comfortable working.
- The selection may be made from names recommended by the deceased member's supervisor and/or coworkers. The deceased member's partner or close friends may not be the best selections for this assignment because the emotional connection to the member or survivors may impair their ability to conduct adequate liaison duties.
- The liaison must be willing to assume the assignment with an understanding of the emotional and time demands involved.

The responsibilities of the Survivor Support Liaison include but are not limited to:

- (a) Arranging for transportation of survivors to hospitals, places of worship, funeral homes, and other locations, as appropriate.
- (b) Communicating with the Department Liaison regarding appropriate security measures for the family residence, as needed.
- (c) If requested by the survivors, providing assistance with instituting methods of screening telephone calls made to their residence after the incident.
- (d) Providing assistance with travel and lodging arrangements for out-of-town survivors.
- (e) Returning the deceased member's personal effects from the Department and the hospital to the survivors. The following should be considered when returning the personal effects:
  - 1. Items should not be delivered to the survivors until they are ready to receive the items.

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2. Items not retained as evidence should be delivered in a clean, unmarked box.
  3. All clothing not retained as evidence should be cleaned and made presentable (e.g., items should be free of blood or other signs of the incident).
  4. The return of some personal effects may be delayed due to ongoing investigations.
- (f) Assisting with the return of department-issued equipment that may be at the deceased member's residence.
1. Unless there are safety concerns, the return of the equipment should take place after the funeral at a time and in a manner considerate of the survivors' wishes.
- (g) Working with the Wellness Support Liaison for survivors to have access to available counseling services.
- (h) Coordinating with the department's Public Information Officer (PIO) to brief the survivors on pending press releases related to the incident and to assist the survivors with media relations in accordance with their wishes (see the Public Information Officer section of this policy).
- (i) Briefing survivors on investigative processes related to the line-of-duty death, such as criminal, internal, and administrative investigations.
- (j) Informing survivors of any related criminal proceedings and accompanying them to such proceedings.
- (k) Introducing survivors to prosecutors, victim's assistance personnel, and other involved personnel as appropriate.
- (l) Maintaining long-term contact with survivors and taking measures to sustain a supportive relationship (e.g., follow-up visits, phone calls, cards on special occasions, special support during holidays).
- (m) Inviting survivors to department activities, memorial services (e.g., as applicable, the [Annual Candlelight Vigil at the National Law Enforcement Officers Memorial](#)), or other functions as appropriate.

Survivor Support Liaisons providing services after an incident resulting in multiple members being killed should coordinate with and support each other through conference calls or meetings as necessary.

The Department recognizes that the duties of a Survivor Support Liaison will often affect regular assignments over many years, and is committed to supporting members in the assignment.

If needed, the Survivor Support Liaison should be issued a personal communication device (PCD) owned by the Department to facilitate communications necessary to the assignment. The department-issued PCD shall be used in accordance with the Personal Communication Devices Policy.

#### 1023.6.4 WELLNESS SUPPORT LIAISON

Best Practice **MODIFIED**



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The Wellness Support Liaison should work with the department wellness coordinator or the authorized designee and other liaisons and coordinators to make wellness support and counseling services available to members and survivors who are impacted by a line-of-duty death. The responsibilities of the Wellness Support Liaison include but are not limited to:

- (a) Identifying members who are likely to be significantly affected by the incident and may have an increased need for wellness support and counseling services, including:
  1. Members involved in the incident.
  2. Members who witnessed the incident.
  3. Members who worked closely with the deceased member but were not involved in the incident.
- (b) ~~Ensuring that~~ Making arrangements for members who were involved in or witnessed the incident to be relieved of department responsibilities until they can receive wellness support.
- (c) Making wellness support and counseling resources (e.g., peer support, Critical Incident Stress Debriefing) available to members as soon as reasonably practicable following the line-of-duty death.
- (d) Coordinating with the Survivor Support Liaison to inform survivors of available wellness support and counseling services and assisting with arrangements as needed.
- (e) Following up with members and the Survivor Support Liaison in the months following the incident to determine if additional wellness support or counseling services are needed.

#### ~~1023.6.5~~ FUNERAL LIAISON

Best Practice **MODIFIED**

The Commander of the Goshen Honor Guard will act as the Funeral Liaison. He/She should work with the Department Liaison, Survivor Support Liaison and survivors to coordinate funeral arrangements to the extent the survivors wish. The Funeral Liaison's responsibilities include, but are not limited to:

- (a) Assisting survivors in working with the funeral director regarding funeral arrangements and briefing them on law enforcement funeral procedures.
- (b) Completing funeral notification to other law enforcement agencies.
- (c) Coordinating the funeral activities of the Department, including, but not limited to the following:
  - (a) Honor Guard
    - (a) Casket watch
    - (b) Color guard
    - (c) Pallbearers
    - (d) Bell/rifle salute
  - (b) Bagpipers/bugler

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- (c) Uniform for burial
- (d) Flag presentation
- (e) Last radio call
- (d) Briefing the Chief of Police and command staff concerning funeral arrangements.
- (e) Assigning an officer to remain at the family home during the viewing and funeral.
- (f) Arranging for transportation of the survivors to and from the funeral home and interment site using department vehicles and drivers.
- (g) [Addressing event-related logistical matters \(e.g., parking, visitor overflow, public assembly areas\).](#)

#### 1023.6.6 MUTUAL AID COORDINATOR, INDIANA CRITICAL INCIDENT TEAM

Best Practice MODIFIED

The mutual aid coordinator should work with the Department Liaison and the Funeral Liaison to request and coordinate any assistance from outside law enforcement agencies needed for, but not limited to:

- (a) Traffic control during the deceased member's funeral.
- (b) Area coverage so that as many Goshen Police Department members can attend funeral services as possible.
- (c) Any other tasks or responsibilities.

The mutual aid coordinator should perform their duties in accordance with the Outside Agency Assistance Policy.

[Where practicable, the \[ agencyHead \] should appoint a mutual aid coordinator to identify external resources in advance of any need \(e.g., regional honor guard teams, county- or state-wide resources\).](#)

[See attachment: Critical Incident Memorial Committee PPT](#)

#### 1023.6.7 BENEFITS LIAISON

Best Practice

The Benefits Liaison should provide survivors with information concerning available benefits and will assist them in applying for benefits. Responsibilities of the Benefits Liaison include but are not limited to:

- (a) Confirming the filing of workers' compensation claims and related paperwork (see the Work-Related Illness and Injury Reporting Policy).
- (b) Researching and assisting survivors with application for federal government survivor benefits, such as those offered through the following:
  1. Public Safety Officers' Benefits Program, including financial assistance available through the Public Safety Officers' Educational Assistance (PSOEA) Program, as applicable (34 USC§ 10281 et seq.).

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2. Social Security Administration.
3. Department of Veterans Affairs.
- (c) Researching and assisting survivors with application for state and local government survivor benefits.
  1. Survivor monthly benefit and health insurance coverage (1.C. § 36-8-8-14.1).
  2. Lump sum death benefit (1.C. § 36-8-8-16).
  3. Special lump sum death benefit for line of duty death (1.C. § 36-8-8-20).
  4. Tuition and fee exemptions for eligible survivors of a public safety officer killed in the line of duty (1.C. § 21-14-4-1)
- (d) Researching and assisting survivors with application for other survivor benefits such as:
  1. Private foundation survivor benefits programs.
  2. Survivor scholarship programs.
- (e) Researching and informing survivors of support programs sponsored by police associations and other organizations.
- (f) Documenting and informing survivors of inquiries and interest regarding public donations to the survivors.
  1. If requested, working with the finance coordinator to assist survivors with establishing a process for the receipt of public donations.
- (g) Providing survivors with a summary of the nature and amount of benefits applied for, including the name of a contact person at each benefit office. Printed copies of the summary and benefit application documentation should be provided to affected survivors.
- (h) Maintaining contact with the survivors and assisting with subsequent benefit questions and processes as needed.

#### 1023.6.8 FINANCE COORDINATOR

##### **Best Practice**

The finance coordinator should work with the Chief of Police and the Department Liaison to manage financial matters related to the line-of-duty death. The finance coordinator's responsibilities include, but are not limited to:

- (a) Establishing methods for purchasing and monitoring costs related to the incident.
- (b) Providing information on finance-related issues, such as:
  1. Paying survivors' travel costs if authorized.
  2. Transportation costs for the deceased.
  3. Funeral and memorial costs.
  4. Related funding or accounting questions and issues.

# Goshen Police Department

## Policy Manual

### Line-of-Duty Deaths

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- (c) Working with the Benefits Liaison to establish a process for the receipt of public donations to the deceased member's survivors.
- (d) Providing accounting and cost information as needed.

#### 1023.7 PUBLIC INFORMATION OFFICER

Best Practice **MODIFIED**

In the event of a line-of-duty death, the department's PIO should be the department's contact point for the media. As such, the PIO should coordinate with the Department Liaison to:

- (a) Collect and maintain the most current incident information and determine what information should be released.
- (b) ~~Ensure that department members are instructed~~  
Instruct department members to direct any media inquiries to the PIO.

(c) Prepare necessary press releases.

- (a) ~~Ensure coordination~~ Coordinate with other entities having media roles (e.g., outside agencies involved in the investigation or incident).
- (b) ~~Ensure that~~ Disseminate important public information ~~is disseminated~~, such as information on how the public can show support for the department and deceased member's survivors.
- (d) Arrange for community and media briefings by the Chief of Police or the authorized designee as appropriate.
- (e) Respond, or coordinate the response, to media inquiries.
- (f) If requested, assist the member's survivors with media inquiries.
  - 1. Brief the survivors on handling sensitive issues such as the types of questions that reasonably could jeopardize future legal proceedings.
- (g) Release information regarding memorial services and funeral arrangements to department members, other agencies, and the media as appropriate.
- (h) If desired by the survivors, arrange for the recording of memorial and funeral services via photos and/or video.

The identity of deceased members should be withheld until the member's survivors have been notified. If the media ~~has~~ have obtained identifying information for the deceased member prior to survivor notification, the PIO should request that the media withhold the information from release until proper notification can be made to survivors. The PIO should ~~ensure that~~ notify media ~~are notified~~ when survivor notifications have been made.

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#### 1023.8 DEPARTMENT CHAPLAIN

Discretionary

The Department chaplain may serve a significant role in line-of-duty deaths. Chaplain duties may include but are not limited to:

- Assisting with survivor notifications and assisting the survivors with counseling, emotional support, or other matters, as appropriate.
  - Assisting liaisons and coordinators with their assignments, as appropriate.
-

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### *Line-of-Duty Deaths*

- Assisting department members with counseling or emotional support, as requested and appropriate.

Further information on the potential roles and responsibilities of the chaplain is in the Chaplains Policy.

#### **1023.9 INVESTIGATION OF THE INCIDENT**

**Best Practice**

The Chief of Police should make necessary assignments to conduct thorough investigations of any line-of-duty death and may choose to use the investigation process outlined in the Officer-Involved Shootings and Deaths Policy.

Investigators from other agencies may be assigned to work on any criminal investigation related to line-of-duty deaths. Partners, close friends, or personnel who worked closely with the deceased member should not have any investigative responsibilities because such relationships may impair the objectivity required for an impartial investigation of the incident.

Involved department members should be kept informed of the progress of the investigations and provide investigators with any information that may be pertinent to the investigations.

#### **1023.10 LINE-OF-DUTY DEATH OF A LAW ENFORCEMENT ANIMAL**

**Discretionary**

The Chief of Police may authorize appropriate memorial and funeral services for law enforcement animals killed in the line of duty.

#### **1023.11 NON-LINE-OF-DUTY DEATH**

**Best Practice**

The Chief of Police may authorize certain support services for the death of a member not occurring in the line of duty.



## Attachments

## Updated Team PP 1-22-16.pdf



# Wellness Program

## 1024.1 PURPOSE AND SCOPE

### Best Practice

The purpose of this policy is to provide guidance on establishing and maintaining a proactive wellness program for department members.

The wellness program is intended to be a holistic approach to a member's well-being and encompasses aspects such as physical fitness, mental health, and overall wellness.

Additional information on member wellness is provided in the:

- Chaplains Policy.
- Line-of-Duty Deaths Policy.
- Drug- and Alcohol-Free Workplace Policy.

### 1024.1.1 DEFINITIONS

#### State

Definitions related to this policy include (I.C. § 36-8-2.5-1):

**Communications** – Oral or written statements, notes, records, recordings, reports, or documents made during or arising from a member's receipt of critical incident stress management (CISM) services or peer support services.

**Critical incident** – An actual or perceived event or situation that involves crisis, disaster, trauma, or emergency.

**Critical incident stress** – The acute or cumulative psychological stress or trauma a member may experience in providing emergency services in response to a critical incident that causes an unusually strong emotional, cognitive, behavioral, or physical reaction that may interfere with normal functioning. The stress or trauma may cause physical and emotional injury or illness; failure of usual coping mechanisms; loss of interest in work or normal life activities; loss of ability to function; or psychological disruption of personal life including relationships with others.

**Critical Incident Stress Debriefing (CISD)** – A standardized approach using a discussion format to provide education, support, and emotional release opportunities for members involved in work-related critical incidents.

**CISM services** – Critical incident stress management services include programs and services related to education, prevention, and mitigation of the effects from exposure to highly stressful critical incidents. These include services provided by an individual certified to provide group or individual crisis intervention, peer support, or a related service.

**CISM services provider** – An individual certified to provide CISM services who is acting as part of a CISM team or in another official capacity.

## Wellness Program

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**CISM team** – An organized community or local crisis response team trained and certified under standards substantially similar to the training and certification standards of the Indiana Emergency Medical Services Commission under I.C. § 16-31-2.

**Peer support services** – Services provided by a member who works for the same agency as the recipient of such services and is acting in the member's capacity as a peer support team member and within the agency's peer support guidelines. Services may include active listening, assessment, mentoring, crisis intervention, or other support services provided to a member experiencing personal or professional difficulties that may or may not result from their exposure to critical incidents.

**Peer support team member** – A member who successfully completed peer support training and is designated as a peer support team member by the Chief of Police or the members' bargaining unit president.

### 1024.2 POLICY

**Best Practice**

It is the policy of the Goshen Police Department to prioritize member wellness to foster fitness for duty and support a healthy quality of life for department members. The Department will maintain a wellness program that supports its members with proactive wellness resources, critical incident response, and follow-up support.

### 1024.3 WELLNESS COORDINATOR

**Federal MODIFIED**

The Chief of Police should appoint a trained wellness coordinator. The coordinator should report directly to the Chief of Police or the authorized designee and should collaborate with advisers (e.g., Human Resources, legal counsel, licensed psychotherapist, qualified health professionals), as appropriate, to fulfill the responsibilities of the position, including but not limited to:

- (a) Identifying wellness support providers (e.g., licensed psychotherapists, external peer support providers, physical therapists, dietitians, physical fitness trainers holding accredited certifications).
  1. As appropriate, selected providers should be trained and experienced in providing mental wellness support and counseling to public safety personnel.
  2. When practicable, the Department should not use the same licensed psychotherapist for both member wellness support and fitness for duty evaluations.
- (b) Developing management and operational procedures for department peer support team members, such as:
  1. Peer support team member selection and retention.
  2. Training and applicable certification requirements.
  3. Deployment.

# Goshen Police Department

## Policy Manual

### Wellness Program

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4. Managing potential conflicts between peer support team members and those seeking service.
  5. Monitoring and mitigating peer support team member emotional fatigue (i.e., compassion fatigue) associated with providing peer support services.
  6. Using qualified peer support personnel from other public safety agencies or outside organizations for department peer support services, as appropriate.
- (c) Verifying members have reasonable access to peer support services or licensed psychotherapist support.
- (d) Establishing procedures for CISDs, including:
1. Defining the types of incidents that may initiate debriefings.
  2. Steps for organizing debriefings.
- (e) Facilitating the delivery of wellness information, training, and support through various methods appropriate for the situation (e.g., phone hotlines, electronic applications).
- (f) Verifying a confidential, appropriate, and timely Employee Assistance Program (EAP) is available for members. This also includes:
1. Obtaining a written description of the program services.
  2. Providing for the methods to obtain program services.
  3. Providing referrals to the EAP for appropriate diagnosis, treatment, and follow-up resources.
  4. Obtaining written procedures and guidelines for referrals to, or mandatory participation in, the program.
  5. Obtaining training for supervisors in their role and responsibilities, and identification of member behaviors that would indicate the existence of member concerns, problems, or issues that could impact member job performance.
- (g) *Assisting members who have become disabled with application for federal government benefits such as those offered through the Public Safety Officers' Benefits Program (34 USC § 10281 et seq.).*
1. *The coordinator should work with appropriate Department liaisons to assist qualified members and survivors with benefits, wellness support, and counseling services, as applicable, when there has been a member death (see the Line-of-Duty Deaths Policy for additional guidance).*

#### 1024.4 DEPARTMENT PEER SUPPORT TEAM

**Best Practice**

##### 1024.4.1 PEER SUPPORT TEAM MEMBER SELECTION CRITERIA

**Best Practice**

# Goshen Police Department

## Policy Manual

### Wellness Program

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The selection of a department peer support team member will be at the discretion of the Chief of Police or the members' bargaining unit president (I.C. § 36-8-2.5-1). Selection should be based on the member's:

- Desire to be a peer support team member.
- Experience or tenure.
- Demonstrated ability as a positive role model.
- Ability to communicate and interact effectively.
- Evaluation by supervisors and any current peer support team members.

#### 1024.4.2 PEER SUPPORT TEAM MEMBER RESPONSIBILITIES

##### Best Practice

The responsibilities of department peer support team members include:

- (a) Providing pre- and post-critical incident support.
- (b) Presenting department members with periodic training on wellness topics, including but not limited to:
  1. Stress management.
  2. Suicide prevention.
  3. How to access support resources.
- (c) Providing referrals to licensed psychotherapists and other resources, where appropriate.
  1. Referrals should be made to department-designated resources in situations that are beyond the scope of the peer support team member's training.

#### 1024.4.3 PEER SUPPORT TEAM MEMBER TRAINING

##### Best Practice

A department peer support team member should successfully complete department-approved peer support training prior to being assigned (I.C. § 36-8-2.5-1).

#### 1024.5 CRITICAL INCIDENT STRESS DEBRIEFINGS

##### Best Practice MODIFIED

A Critical Incident Stress Debriefing should occur as soon as practicable following a critical incident but is not recommended earlier than 48 hours after the incident. The coordinator is responsible for organizing the debriefing. Notes and recorded statements shall not be taken because the sole purpose of the debriefing is to help mitigate the stress-related effects of a critical incident.

The debriefing is not part of any investigative process. Care should be taken not to release or repeat any communication made during a debriefing unless otherwise authorized by policy, law, or a valid court order.

## Wellness Program

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Attendance at the debriefing should only include peer support team members, CISM service providers, and those directly involved in the incident.

### 1024.6 PEER SUPPORT COMMUNICATIONS

#### State

Communications between a member and CISM services providers or peer support team members while the member is receiving peer support services, and the records of those communications, are generally confidential and may not be disclosed to a third party or in a criminal, civil, or administrative proceeding without a court order or as authorized by I.C. § 36-8-2.5-2. Those communications are confidential for purposes of the Access to Public Records law in I.C. § 5-14-3-1 et seq. (I.C. § 36-8-2.5-2).

### 1024.7 PHYSICAL WELLNESS PROGRAM

#### Best Practice

The coordinator is responsible for establishing guidelines for any on-duty physical wellness program, including the following:

- (a) Voluntary participation by members
- (b) Allowable physical fitness activities
- (c) Permitted times and locations for physical fitness activities
- (d) Acceptable use of department-provided physical fitness facilities and equipment
- (e) Individual health screening and fitness assessment
- (f) Individual education (e.g., nutrition, sleep habits, proper exercise, injury prevention) and goal-setting
- (g) Standards for fitness incentive programs. The coordinator should collaborate with the appropriate entities (e.g., human resources, legal counsel) to verify that any standards are nondiscriminatory.
- (h) Maintenance of physical wellness logs (e.g., attendance, goals, standards, progress)
- (i) Ongoing support and evaluation

### 1024.8 WELLNESS PROGRAM AUDIT

#### Best Practice

At least annually, the coordinator or the authorized designee should audit the effectiveness of the department's wellness program and prepare a report summarizing the findings. The report shall not contain the names of members participating in the wellness program, and should include the following information:

- Data on the types of support services provided
- Wait times for support services
- Participant feedback, if available

## *Wellness Program*

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- Program improvement recommendations
- Policy revision recommendations

The coordinator should present the completed audit to the Chief of Police for review and consideration of updates to improve program effectiveness.

### **1024.9 TRAINING**

**Best Practice**

The coordinator or the authorized designee should collaborate with the Training Lieutenant to provide all members with regular education and training on topics related to member wellness, including but not limited to:

- The availability and range of department wellness support systems.
- Suicide prevention.
- Recognizing and managing mental distress, emotional fatigue, post-traumatic stress, and other possible reactions to trauma.
- Alcohol and substance disorder awareness.
- Countering sleep deprivation and physical fatigue.
- Anger management.
- Marriage and family wellness.
- Benefits of exercise and proper nutrition.
- Effective time and personal financial management skills.

Training materials, curriculum, and attendance records should be forwarded to the Training Lieutenant as appropriate for inclusion in training records.



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

March 14, 2024

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2024-12 - Declaring Surplus and Authorizing the Disposal of Brass Meters

The Water Department wishes to dispose of brass meters that have been removed from the distribution system due to poor performance or age. These meters may have a scrap value estimated to be less than \$2,000. Resolution 2024-12 is to declare the meters as surplus and authorize the disposal by selling the meters for scrap. In the event the meters have no scrap value, then authorization is given to demolish or junk the meters.

**Suggested Motion:**

**Move to pass Resolution 2024-12 - Declaring Surplus and Authorizing the Disposal of Brass Meters.**

**Goshen Board of Public Works and Safety  
Resolution 2024-12**

**Declaring Surplus and Authorizing the Disposal of Brass Meters**

WHEREAS the Water Department wishes to dispose of brass meters that have been removed from the distribution system due to poor performance or age and are unfit for the purpose for which the meters were intended.

WHEREAS the meters are considered worthless to the Water Department, except the meters may have a scrap value estimated to be less than \$2,000.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that the following described brass meters are declared as surplus property, hereinafter collectively referred to as “Surplus Property.”

<u>Quantity</u>	<u>Meter Size</u>
92	5/8”
317	3/4”
19	1”
2	1-1/2”
4	2”
3	3”
1	4”
(438 Total)	

BE IT FURTHER RESOLVED that authorization is given to the Water Department to dispose of the Surplus Property in accordance with the provisions of Indiana Code § 5-22-22-6 by selling the Surplus Property for scrap. In the event the Surplus Property has no scrap value, then authorization is given to dispose of the Surplus Property in accordance with Indiana Code § 5-22-22-8 by demolishing or junking Surplus Property.

PASSED by the Goshen Board of Public Works and Safety on March 14, 2024.

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Orv Myers, Member

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Barb Swartley, Member





**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](http://www.goshenindiana.org)

To: The Board of Public Works & Safety

From: Bodie J. Stegelmann

Date: March 14, 2024

Subject: Agreement with Cripe Design LLC for Building Renovation/Expansion Study.

The City seeks to enter into an agreement with Cripe Design LLC for the study of potential use and renovation of the City Police/Courts Building, the Goshen Chamber of Commerce building, the Goshen News building located on 5<sup>th</sup> Street, and City Hall. Compensation will be \$13,000.00, with any optional Construction Cost Predictions billed at \$180.00 per hour..

**Suggested Motion:** To approve the Agreement with Cripe Design LLC for the study of a potential use and renovation of the City Police/Courts Building, the Goshen Chamber of Commerce building, the Goshen News building located on 5<sup>th</sup> Street, and City Hall.

# AGREEMENT

## For Architectural Services – Schematic Design Study For Various Buildings

THIS AGREEMENT is entered into on March \_\_\_\_\_, 2024, which is the last signature date set forth below, by and between **Cripe Design LLC** (“Cripe Design”), whose mailing address is 22469 SR 120, Elkhart, IN 46516, 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**

Cripe Design shall provide City the following described architectural services:

- (A) Schematic Design Study for the City of Goshen Police Dept., Evidence Lab & Storage, City Court & Clerk’s Offices, Maintenance, Police & Courts Bldg., Goshen Chamber of Commerce Bldg., and Goshen News Bldg. which services are more particularly described in Cripe Design’s proposal attached as Exhibit A
- (B) Schematic Design Study for City Hall, which services are more particularly described in Cripe Design’s proposal attached as Exhibit B.

(Hereinafter referred to as “Duties”). In the event of any conflict between the terms of this agreement and the terms contained in the proposals attached as Exhibit A or Exhibit B, the terms set forth in this agreement shall prevail.

### **Section 2. Effective Date; Term**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Cripe Design shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

### **Section 3. Compensation**

- (A) City agrees to compensate Cripe Design the sum of \$9,500.00 for performing all Duties under the work performed pursuant to Exhibit A, with any optional Construction Cost Predictions provided at an hourly rate of \$180.00.
- (B) City agrees to compensate Cripe Design the sum of \$3,500.00 for performing all Duties under the work performed pursuant to Exhibit B, with any optional Construction Cost Predictions provided at an hourly rate of \$180.00.

**Section 4. Payment**

- (A) City shall pay Cripe Design for each phase of Duties satisfactorily completed under this agreement as Duties progress.
- (B) Payment shall be upon City’s receipt of a detailed invoice from Cripe Design. 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 Mark Brinson, Deputy Mayor  
204 East Jefferson Street  
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) Cripe Design 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 Cripe Design or Cripe Design’s employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Cripe Design may retain a copy of the Documents for its records.

**Section 6. Licensing/Certification Standards**

Cripe Design certifies that Cripe Design possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Cripe Design pursuant to this agreement.

**Section 7. Independent Contractor**

- (A) Cripe Design shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Cripe Design shall be under the sole and exclusive direction and control of Cripe Design 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 Cripe Design and/or Cripe Design’s employees, agents or subcontractors.
- (B) Cripe Design understands that City will not carry worker’s compensation or any other insurance on Cripe Design and/or Cripe Design’s employees or subcontractors.
- (C) Cripe Design 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 8. Non-Discrimination**

Cripe Design agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Cripe Design or any subcontractors, or any other person acting on behalf of Cripe Design 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 9. Employment Eligibility Verification**

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

## **Section 10. Contracting with Relatives**

Pursuant to Indiana Code § 36-1-21, if the Cripe Design 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 Cripe Design certifies that Cripe Design 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 11. No Investment Activities in Iran**

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

## **Section 12. Indemnification**

Cripe Design 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 Cripe Design or any of Cripe Design's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Cripe Design 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 13. Insurance**

- (A) Prior to commencing work, the Cripe Design 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. Cripe Design 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) Cripe Design 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 14. 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 15. Default**

- (A) If Cripe Design fails to perform the services or comply with the provisions of this agreement, then Cripe Design may be considered in default.

- (B) It shall be mutually agreed that if Cripe Design fails to perform the services 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 Cripe Design 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 services in any manner deemed proper by the City, and Cripe Design shall be liable to the City for any excess costs incurred
- (C) Cripe Design may also be considered in default by the City if any of the following occur:
- (1) There is a substantive breach by Cripe Design of any obligation or duty owed under the provisions of this contract.
  - (2) Cripe Design is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (3) Cripe Design becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
  - (4) Cripe Design 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 Cripe Design or any of Cripe Design's property.
  - (6) Cripe Design is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Cripe Design unable to perform the services described under these Specification Documents.
  - (7) The contract or any right, monies or claims are assigned by Cripe Design without the consent of the City.

## **Section 16. Termination**

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Cripe Design shall be paid for all services performed 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 Cripe Design.
- (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 17. 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

Cripe Design: Cripe Design LLC  
22469 SR 120  
Elkhart, Indiana 46516

### **Section 18. Subcontracting or Assignment**

Cripe Design 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 Cripe Design to subcontract or assign any portion of the agreement shall not be construed to relieve Cripe Design from any responsibility to fulfill all contractual obligations.

### **Section 19. 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 20. 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 21. Applicable Laws**

- (A) Cripe Design 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) Cripe Design 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 services. Failure to do so maybe deemed a material breach of agreement.

### **Section 22. 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 23. 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 24. 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 25. Entire Agreement**

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

**Section 26. 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

**Cripe Design LLC**

\_\_\_\_\_  
Gina M. Leichy, Mayor

\_\_\_\_\_  
Printed: \_\_\_\_\_

\_\_\_\_\_  
Mary Nichols, Member

Title: \_\_\_\_\_

\_\_\_\_\_  
Orv Myers, Member

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Barb Swartley, Member

Date Signed: \_\_\_\_\_





March 5, 2024

Mark Brinson, Deputy Mayor  
City of Goshen  
204 E. Jefferson Street  
Goshen, IN 46524

**RE: Schematic Design Study  
Police Dept., Evidence Lab & Storage, City Court & Clerk's Offices, Maintenance  
Police & Courts Bldg., Goshen Chamber of Commerce Bldg., Goshen News Bldg.  
Goshen, IN**

Proposal for Architectural Services

Cripe Design is pleased to submit this proposal for Architectural services regarding the above referenced City departments and various buildings. Cripe Design LLC propose to evaluate the Goshen Chamber of Commerce building, located at 232 S. Main Street, and the Goshen News building, located at 107 & 111 S. 5th Street, to create conceptual plans of how both buildings may accommodate the Police Department Evidence storage, labs and offices, or the City Court and Clerk's offices, and/or the Maintenance department storage, shops and offices. The Police & Courts building, located at 111 E. Jefferson Street, will be studied to determine a plan to expand the Police Department into the vacated City Court, Clerk's offices and Evidence department spaces.

Proposed services to study the three buildings listed above will include:

1. Update Facility Program dated October 1, 2021:  
Meet with Chief Jose Miller, Clerk-Treasurer Richard Aguirre, and Maintenance director, Jeff Halsey to update the Facility Program for the Police, Court & Clerk's office, and Maintenance departments.
2. Buildings Documentation:
  - a. Goshen Chamber of Commerce Building: Check accuracy of existing Cripe Design computer plans of the existing building, measure, update plans, and photograph building interior and exterior for reference.
  - b. Goshen News Building: Measure, photograph and create a computer floor plan of the existing building.
  - c. Police & Courts Building: Check if any changes were made to the building, measure and update the existing computer Cripe Design plans as needed. Photograph relevant areas for reference.



3. Design Study:
  - a. Create several schematic design floor plans, of the three buildings, with alterations to accommodate the listed departments and programmed facility requirements. Review the proposed floor plan solutions as they pertain to life safety, accessibility and building code conformance.
  - b. Meet and present the proposed schematic designs for feedback and/or selection.
  - c. Revise designs and incorporate comments from meeting(s).
4. Optional Construction Cost Predictions:
  - a. Preliminary construction cost predictions, performed by Blundall Associates, Ft. Wayne, IN, will be based on historic data to determine applicable square foot costs for each of the three proposed building design scenarios.
  - b. Cripe Design will provide preliminary professional fees for each of the three projects based on a percentage of Construction Costs.

Cripe Design propose to perform the services described in items 1 thru 3 for a fixed fee of \$9,500. Compensation for Optional Construction Cost Prediction services, listed in item 4, are based on an hourly rate of \$180 with a maximum not-to-exceed \$1,500 per building.

To determine more accurate Schematic Design level cost estimates, additional information would need to be developed to assist the Cost Estimator in preparing long form quantitative cost estimates. Mechanical/Electrical Engineers would need to visit the buildings, review the proposed schematic designs and develop narratives to direct the Cost Estimator to price appropriate systems. Depending on the proposed schematic designs, a Structural Engineer may need to evaluate the existing building structures to give appropriate direction if the existing structure requires alterations. Cripe Design will need to supplement the architectural information and prepare material description narratives and possibly additional drawings, for each building, to direct the Cost Estimator appropriately. A proposal for these additional services can be provided once the scope of the project(s) is determined in this initial schematic design Study.

Submitted by:

Cripe Design LLC

Daniel L. Cripe, Principal Architect



March 5, 2024

Mark Brinson, Deputy Mayor  
City of Goshen  
204 E. Jefferson Street  
Goshen, IN 46524

**RE: Schematic Design Study  
City Hall  
202 South 5<sup>th</sup> Street  
Goshen, IN**

Proposal for Architectural Services

Cripe Design is pleased to submit this proposal for Architectural services regarding the above-referenced Study. My understanding is that the City of Goshen would like to evaluate the feasibility of maximizing work space and Staff comfort on the lower level and south section of the upper level with emphasis on natural light, workspace & workflow efficiency, auditory privacy and maintain the historic significance of the existing City Hall building. Cripe Design LLC propose to evaluate the City Hall building and create a conceptual plan(s) that achieves the intended goal.

Proposed services to study the City Hall building will include:

**1. Facility Programming:**

A facility program is a written description of the spatial ingredients of the building and includes spatial needs, room sizes, functional relationships of spaces, environmental & equipment/furniture requirements, and spatial characteristics. To produce the program will require interviews with a representative or department head(s) that can assess their needs and accurately communicate that information. All information will be processed and represented in a format developed by Cripe Design. The completed program will establish the total building area needs that will be compared to the actual building size to determine whether expansion is required or locating specific personnel to other City facilities. Existing building layouts can be evaluated using the program to determine renovation requirements. This information will result in renovation square footage needs which can be analyzed referencing historic cost data to determine rough building cost projections or a more thorough quantitative long form Schematic Design level cost estimate.

**2. Building Documentation:**

Cripe Design will measure a few areas of the existing building to determine the accuracy of the pdf drawings that were sent by Dustin Sailor and make any necessary adjustments to create an accurate set of floor plans for reference.



**3. Design Study:**

One or more schematic design floor plans will be created displaying alterations to accommodate the programmed facility requirements in the specific areas of the building intended for renovation. The proposed design(s) will be reviewed and verified for life safety, accessibility and Building Code conformance. The initial proposed design(s) will be presented for feedback and/or selection. Favored design(s) will be altered and incorporate comments from design review(s). An interim immediate plan to accommodate an additional person in the IT department will be proposed as part of the Design Study.

**4. Optional Construction Cost Predictions:**

A preliminary construction cost prediction, performed by Blundall Associates, Ft. Wayne, IN, will be based on historic data to determine applicable square foot costs for the preferred design. Cripe Design will provide preliminary professional fees for the favored design based on a percentage of Construction Costs.

Cripe Design propose to perform the services described in items 1 thru 3 for a fixed fee of \$3,500. Compensation for Optional Construction Cost Prediction services, listed in item 4, is based on an hourly rate of \$180 with a maximum not-to-exceed \$1,500.

To determine a more accurate Schematic Design level cost estimate, additional information would need to be developed to assist the Cost Estimator in preparing a long form quantitative cost estimate. Mechanical/Electrical Engineers would need to visit the building, review the proposed schematic design and develop narratives to direct the Cost Estimator to price appropriate systems. Depending on the proposed schematic design, a Structural Engineer may need to evaluate the existing building structure to give appropriate direction if the existing structure would require alterations. Cripe Design will need to supplement the architectural information and prepare a material description narrative and possibly additional drawings to direct the Cost Estimator appropriately. A proposal for these additional services can be provided once the scope of the project(s) is determined in this initial schematic design Study.

Submitted by:

Cripe Design LLC

Daniel L. Cripe, Principal Architect



**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 14, 2024

**To:** Board of Public Works and Safety

**From:** Brandy L. Toms

**Subject:** Quote for Ferric Chloride

The City solicited quotes for the purchase of Ferric Chloride, a chemical required for the WWTP, in accordance with Indiana Code § 5-22-8-3. Below is a summary of the quotes received for the supply of Ferric Chloride for the 2024 calendar year:

Vendor	Unit Price per/lb Fe	Notes
Kemira Water Solutions, Inc Lawrence, KS 66049	1.538	
PVS Technologies, Inc. Detroit, MI 48213	1.53	
W3T Churubusco, IN 46723		Did not provide quote.

PVS Technologies, Inc. is the lowest responsive and responsible quoter and it is the recommendation that the Board award the contract to supply the City with Ferric Chloride for the 2024 calendar year to PVS Technologies, Inc.

**Suggested Motion:**

Award the contract to PVS Technologies, Inc. as the lowest responsive and responsible quoter and authorize the issuance of a purchase order for the purchase of Ferric Chloride at a cost of \$1.53 per lb Fe. for the 2024 calendar year.

## **CONTRACT**

### **PURCHASE OF FERRIC CHLORIDE**

THIS CONTRACT is made and entered into on March \_\_\_\_\_, 2024, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City,” and PVS Technologies, Inc, hereinafter referred to as “Supplier.”

WITNESSETH, that the City and the Supplier mutually agree as follows:

#### **SCOPE OF PURCHASE**

The Supplier shall provide all labor, goods, supplies and/or materials, tools, supplies, insurance, supervision, work and all other items necessary to provide and deliver the “Purchase of Ferric Chloride” in accordance with and as described in further detail in this contract and in the Specification Documents, the terms of which are incorporated by reference.

The Supplier shall supply and deliver any amount of the quoted “Mercury Free or Reduced Ferric Chloride” as is needed by the City. Chemicals will be ordered by phone, fax or email on an as needed basis.

The supplies to be purchased shall be delivered within five (5) days of receipt of order Monday through Friday to Goshen’s Wastewater Treatment Plant, 1000 W. Wilden Goshen, 46528

In the event of a conflict between a provision in the Specification Documents and the Supplier’s quote, the Specification Documents shall control unless specifically modified by this contract.

In the event of a conflict between a provision in this contract and a provision the Supplier’s quote or in the Specification Documents, the provision in this contract shall control.

In construing the intent and meaning of the terms and conditions of this contract, the following information and items shall be considered:

1. Supplier’s Itemized Quote;
2. Non Collusion Affidavit;
3. Any addenda or changes to the contract documents and specifications, including properly approved change orders; and
4. Notice to proceed

Supplier shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

#### **EFFECTIVE DATE; CONTRACT TERM**

Supplier acknowledges that time is of the essence and that the timely performance of its work is an important element of this contract. Supplier shall provide the goods, supplies and/or materials as expeditiously as is consistent with professional skill and care in the orderly progress of the purchase.

The contract shall become effective on the day of execution and approval by the City of Goshen Board of Public Works and Safety and the Supplier.

The initial term of the contract shall be from Date of Execution through December 31, 2024. Upon written approval of the contracting parties, the contract may be renewed for three (3) additional one (1) year terms under the same terms and conditions.

### **COMPENSATION, BASIS AND METHOD OF PAYMENT,**

The City agrees to compensate Supplier for the goods, supplies and/or materials provided in this contract in accordance with the unit prices as set forth in Supplier's itemized quote for and based on the quantities actually delivered for the amount of One Dollar and Fifty-Three Cents (\$1.53) per pound of iron.

All payment obligations are subject to the appropriation and encumbrance of monies and shall be made in arrears unless specifically stated otherwise in this solicitation. Payment to the Supplier for the purchase under this contract shall be made upon completion and acceptance of the delivery. The Supplier shall submit a detailed invoice based on established contract price to City of Goshen for payment. Supplier is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) calendar days of the receipt of a detailed invoice, provided all invoiced items are received and/or satisfactory performance of the Supplier has been attained. Payment is deemed to be made on the date of mailing the check.

### **INDEPENDENT CONTRACTOR STATUS**

Supplier shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The 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 the Supplier or its agents, employees, or subcontractors of the Supplier.

### **NON-DISCRIMINATION**

The Supplier agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Supplier agrees the Supplier or any subcontractors, or any other person acting on behalf of the Supplier or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract 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 will be a material breach of the contract.

### **INDEMNIFICATION**

The Supplier agrees to indemnify, defend, and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorney's fees, and other expenses, caused by an act or omission of the Supplier and its agents, officers, and employees or resulting from or related to the Supplier's performance or failure to perform as specified in this contract.

### **FORCE MAJEURE**

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 such as natural disaster or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately, but shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. 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.

## **DEFAULT**

It shall be mutually agreed that if Supplier fails to perform the work, provide the goods, supplies and/or materials or comply with the provisions of this Contract and the Specification Documents, and Supplier is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Supplier of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Supplier shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Supplier expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Supplier, Supplier is liable to reimburse the City for such costs.

If Supplier fails to provide the goods, supplies and/or materials or comply with the provisions of this Contract, then Supplier may be considered in default.

Supplier may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Contract.
- (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
- (4) Supplier 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 Supplier or any of Supplier's property.
- (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the goods, supplies and/or materials under the contract.
- (7) The contract or any right, monies or claims are assigned by Supplier without the consent of the City.

## **TERMINATION**

The parties may terminate this contract under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Supplier shall be paid for all goods, supplies and/or materials provided and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Supplier. In such event, the City may issue a written notice of default and provide a period of time in which Supplier 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 goods, supplies and/or materials in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred.



(3) 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 contract.

### **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT**

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

### **AMENDMENTS**

It is mutually understood and agreed that no alteration or variation of the terms in this contract including the scope of purchase, provision of the purchase and compensation, and that no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties and approved by Board of Public Works and Safety. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

### **WAIVER OF RIGHTS**

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

### **NOTICES**

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this contract. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

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

Address for notices to Supplier:

PVS Technologies, Inc.  
Attention: Tatyana Lipanovich  
10900 Harper Avenue  
Detroit, MI 48213

### **APPLICABLE LAWS**

The Supplier 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.

### **MISCELLANEOUS**

Any provision of this contract 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 contract.

In the event of a conflict between these contract documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special

conditions included with this Contract which varies from these General Terms and Conditions shall have precedence.

This contract 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.

In the event legal action is brought to enforce or interpret the terms and conditions of this contract, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party including reasonable attorney's fees.

### **CONTRACTING WITH RELATIVES**

Pursuant to IC 36-1-21, Supplier who is an individual who is a relative of an elected official of the City of Goshen or a business entity that is wholly or partially owned by a relative of an elected official of the City of Goshen hereby certifies that they have notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract.

### **SEVERABILITY**

In the event that any provision of the contract 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 contract shall not affect the validity or enforceability of any other provision of the contract.

### **AUTHORITY TO BIND SUPPLIER**

Notwithstanding anything in the contract to the contrary, the signatory for the company/business represents that he or she has been duly authorized to execute contracts on behalf of the company/business and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance

### **BINDING EFFECT**

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

### **ENTIRE AGREEMENT**

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

In witness whereof, the parties have executed this Agreement as set forth below.

**City of Goshen**  
**Board of Public Works and Safety**

**PVS Technologies, Inc.**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Tatyana Lipanovich, Director of Sales

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## REQUEST FOR QUOTE

### PURCHASE OF FERRIC CHLORIDE

**REQUESTED BY:** Brandy L. Toms (Requestor)  
Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, IN 45628  
Phone: 574-537-3820  
Fax: 574-533-8626

Email: [brandytoms@goshencity.com](mailto:brandytoms@goshencity.com)

**YOUR RESPONSE MUST BE RETURNED TO THE ABOVE BY: March 8, 2024 at 5:00 p.m. (EST)**

#### GENERAL INFORMATION

The City of Goshen is planning to purchase Ferric Chloride for the Wastewater Treatment Plant and would like to invite your business to submit a quote. The information below is provided to assist you in completing this request. Please note that these instructions may not contain all applicable requirements. Careful reading of the entire request is imperative. Failure to follow these instructions or those printed throughout this solicitation package could lead to rejection of your proposal. In addition to cost, proposals received will be evaluated based on whether the Supplier is responsible, and if the Supplier's proposal is responsive.

1. Your response to this solicitation is an offer to contract with the City of Goshen.
2. Type or print legibly in black or blue ink all requested information, including prices and extensions, as well as complete and accurate Supplier information.
3. If you are not willing to accept a split award (partial order), if applicable, your response must include the statement, "Bidding all or none."
4. Do not add any contractual or payment terms and conditions. The terms and conditions of the award will be those listed in this solicitation package and the resulting Purchase Order only if your business is awarded a contract.
5. Your proposal must be manually signed by the person(s) legally authorized to bind the Supplier to a contract.
6. Email, mail or fax your response to the Requestor listed above. If emailed, the subject line should include the Solicitation Number and Title.
7. Your response must be received by the requested date and time listed above.
8. If you have questions regarding this request, contact the Requestor listed above.
9. You will be notified if your quote is recommended for an award.

The following general terms and conditions will be part of the contract if your business's proposal is accepted by City. For the purposes of this solicitation and proposed contract, the term "Supplier" refers to the person or other legal entity that is awarded and enters into a contract with the City of Goshen for the equipment, goods, or materials ("supplies") specified.

**SOLICITATION QUOTE  
PURCHASE OF FERRIC CHLORIDE**

**GENERAL TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT:** This Contract contains the complete and final Contract between City and Supplier and no other agreement in any way modifying these terms and conditions shall be binding unless made in writing and signed by both City and Supplier.
2. **PRICING:** Unit price must be entered and extended, and the total price of the solicitation must be shown. If there is an error between the unit price and total price, the unit price shall prevail. Prices listed for each line item are firm and cannot be changed. Any revision in price may be rejected at the discretion of City, and may result in cancellation of the Purchase Order without recourse on the part of the awarded Supplier.
3. **ESTIMATED QUANTITIES:** The quantities for each line item stated on the proposal form are estimates only. The estimated quantities for a line item in which unit prices are requested are based on the best information available, however, such estimates are not guaranteed and are solely for the purpose of comparing proposals and determining the lowest cost. The actual quantity necessary may be more or less than the estimated quantities, but City will neither be obligated nor limited to purchase a specific amount.
4. **TAXES:** Prices listed and amounts billed to City shall not include any tax for which City is exempt. City will furnish a tax-exempt certificate, if requested by Supplier. City will not be responsible for any taxes levied on Supplier as a result of this Contract.
5. **F.O.B. DESTINATION:** Prices listed shall be on the basis of FOB Destination where shipping and handling charges are prepaid and allowed to City's facility. No additional freight shall be charged to City.
6. **PAYMENTS:** All payments shall be made in arrears. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as specifically permitted by this solicitation. Payment for the goods delivered shall be made within forty-five (45) days of City's receipt of a detailed invoice from Supplier. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check. Supplier is required to have a current W-9 form on file with City before the Goshen Clerk-Treasurer's Office will issue payment.
7. **DELIVERY:** Delivery must be made at time agreed upon. If any indicated or actual delays arise, City must be notified immediately, in writing, with the cause for such delay stated. If supplies are not delivered within the time specified in the specifications and on the Purchase Order, or within a reasonable time not exceeding thirty (30) days after receipt of a Purchase Order if no time is specified, City may refuse to accept such supplies, and this Contract may be cancelled. Each package shall be properly packed for shipment and be numbered and labeled with City's Purchase Order number, and shall contain an itemized packing slip.
8. **RISK OF LOSS:** Supplier shall be liable for all risk of loss for the supplies until delivered to and accepted by City.
9. **QUANTITY:** Supplies shipped in excess of quantity designated in the Purchase Order may be returned at Supplier's expense.
10. **COMPLIANCE WITH SPECIFICATIONS:** The supplies shall conform strictly to the specifications, drawings, or samples specified or furnished in connection with the solicitation, all of which are incorporated herein. Supplier warrants all supplies delivered to be new and free from defects of material or workmanship. This warranty shall survive any inspection, delivery, acceptance, or payment by City for the Supplies. Inspections shall be on City's premises unless otherwise specified. City shall have the right to reject and return at Supplier's expense, or to require at Supplier's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of the specifications and Purchase Order.
11. **WARRANTY:** Supplier shall warrant all supplies furnished under this Contract to be free of defects, and to conform to the requirements of the specifications. This warranty period shall be as specified in the specifications, or if no warranty period is specified, the warranty period shall be at least ninety (90) days, or the manufacturer's standard warranty, whichever is longer, commencing upon delivery and acceptance of the Supplies by City. Under this warranty, Supplier agrees to correct, repair or replace without delay and at Supplier's expense, the supplies

**SOLICITATION QUOTE  
PURCHASE OF FERRIC CHLORIDE**

which are defective or do not conform to the requirements of the specifications provided that such correction, repair or replacement is not required because of accident, neglect, misuse, or force majeure event. Prior to the expiration of the warranty period, whenever supplies are shipped for a correction, repair or replacement purpose, Supplier shall bear all cost of such shipment including, but not limited to, cost of packing, shipping, transportation, and insurance. All replacements shall be covered by a new, equivalent warranty.

12. **INTELLECTUAL PROPERTY DEFENSE:** Supplier shall, at Supplier's own expense, defend, indemnify and hold harmless City with respect to any claims that the supplies furnished under this Contract violate any third-party intellectual property rights including, but not limited to, patents, copyrights, trademarks and trade secrets.

13. **DEFAULT:** If Supplier fails to deliver the supplies listed on the Purchase Order, or otherwise comply with the provisions of this Contract, then Supplier may be considered in default. In such event, 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 Supplier 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 supplies in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred.

Supplier may also be considered in default by the City if any of the following occur: (1) there is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Contract; (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors; (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract; (4) Supplier 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 Supplier or any of Supplier's property; (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to complete the Contract; or (7) this Contract or any right, monies or claims are assigned by Supplier without the consent of the City.

14. **TERMINATION FOR CONVENIENCE:**

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

15. **INSURANCE:** If this Contract provides for work to be performed by Supplier for City, Supplier shall be responsible for providing all necessary unemployment and workers' compensation insurance for Supplier's employees and liability and property/casualty insurance, as required by City. Upon request, Supplier shall furnish a certificate of insurance showing coverage acceptable to City.

16. **INDEPENDENT CONTRACTOR:** Supplier shall operate as a separate entity and independent Supplier of the City of Goshen. As such, Supplier understands that City will not carry worker's compensation or any other insurance on Supplier and/or Supplier's employees, agents or subcontractors. Supplier is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. Any employees, agents or subcontractors of Supplier shall be under the sole and exclusive direction and control of Supplier and shall not be considered employees, agents or subcontractors of City. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

**SOLICITATION QUOTE  
PURCHASE OF FERRIC CHLORIDE**

17. **NONDISCRIMINATION:** Pursuant to Indiana Code § 22-9-1-10 and Civil Rights Act of 1964, Supplier and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.
18. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT:** Supplier shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Supplier to subcontract or assign any portion of the Contract shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.
19. **AMENDMENTS:** Any modification or amendment to the terms and conditions of the Contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.
20. **WAIVER OF RIGHTS:** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
21. **COMPLIANCE WITH LAWS:** Supplier agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included in this Contract are incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Contract shall be reviewed by City and Supplier to determine whether the provisions of this Contract require formal modification.
22. **CONFLICTS:** 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. Any special conditions included with this solicitation which varies from these General Terms and Conditions shall have precedence.
23. **GOVERNING LAWS:** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
24. **SEVERABILITY:** In the event that any provision of the Contract 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 Contract shall not affect the validity or enforceability of any other provision of the Contract.
25. **BINDING EFFECT:** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.
26. **AUTHORITY TO BIND:** The signatory for Supplier represents that he/she has been duly authorized to execute agreements on behalf of Supplier and has obtained all necessary or applicable approval from Supplier to make this Contract fully binding upon Supplier when his/her signature is affixed and accepted by City.

**SOLICITATION QUOTE  
PURCHASE OF FERRIC CHLORIDE**

**DETAILED SPECIFICATIONS**

1. **OPEN COMPETITION:** The intent of these specifications is to provide a foundation for competitive bidding of comparable supplies. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Unless otherwise stated, alternate supplies will be evaluated and may be acceptable as long as the alternate supplies can be verified as equal or better than specified as determined by City. Suppliers with alternate supplies shall submit detailed specifications/detailed literature with their proposal.

2. **EXCEPTIONS:** A proposal shall clearly detail in writing any deviation from or exception taken to the stated specifications. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms and conditions of the specifications, and the Supplier shall be held liable for strict compliance.

3. **SUPPLIES MANUFACTURED IN UNITED STATES; STEEL PRODUCTS:**

In accordance with Indiana Code § 5-22-15-21, the supplies being offered shall be manufactured in the United States. Supplies will be considered “manufactured in the United States” if the cost of the products components mined, produced, or manufactured in the United States exceed fifty percent (50%) of the products proposed purchase price.

In accordance with Indiana Code § 5-22-15-25, if any steel products are used in the manufacture of the supplies, the steel products must be manufactured in the United States. “Steel products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed by a combination of two (2) or more such operations, by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process.

4. **DELIVERY:** Supplier shall deliver goods to City within five (5) calendar days from receipt of the Purchase Order from City.

All deliveries shall be made Monday through Friday during normal business hours (excluding City designated holidays) unless other prior arrangements are made with City.

Delivery shall be FOB destination to: Goshen Wastewater Treatment Plant  
1000 W. Wilden Avenue  
Goshen, IN 46528  
Contact: Jim Kerezman  
Phone: (574) 534-4003

5. **DETAILED SPECIFICATIONS:** See following page.

6. **TERM OF CONTRACT:**

A. The contract shall become effective upon the City’s acceptance of a responding Supplier’s quote and placement of the first order.

B. The initial term of the contract shall be from date of first order through December 31, 2024.



**SOLICITATION QUOTE  
PURCHASE OF FERRIC CHLORIDE**

**SPECIFICATIONS FOR FERRIC CHLORIDE**

Offers will be received for the purchase of approximately 100,000 lb. of Fe of the Ferric Chloride throughout the remainder of the 2024 calendar year for the City of Goshen Water Department and Wastewater Treatment Plant. Additionally, offers will be received for the purchase of optional alternatives to Ferric Chloride. The optional alternative chemical shall have no mercury content or a reduced amount of mercury content.

The City of Goshen reserves the right to select any, all or none of the items and/or award contracts to one or more Suppliers.

Offers are being requested based on a price per unit which shall include all associated costs, including but not limited to packaging and delivery costs. Prices are to be expressed as a decimal. *For example, if the price is fifty-nine and three-quarter cents per pound, the price should be expressed as \$.5975.*

The quality of the Ferric Chloride shall be based on the standard of the industry for which the chemical is intended to be used (sewage and water treatment). Supplier may claim that price increases may be unavoidable with the current economic situation. If Supplier makes a claim for increased pricing during the term of the agreement, the City must be notified, in writing, no less than 90 days prior to the effective date of such increase. All orders placed prior to the effective date of the increase shall be invoiced at the lower price.

Chemicals will be ordered on an as needed basis. Suppliers shall provide with their offer an email or fax number where the order may be sent for processing. The City will strive to order the Ferric Chloride in as far advance as possible and/or deliveries to be at regularly scheduled intervals as agreed to by the City and the Supplier. The City reserves the right to purchase any amount of Ferric Chloride, as needed. There shall be no deposits charged on packaging. The City of Goshen will empty contents and return packaging to the Supplier no later than the following delivery date. **ORDER PROCESSING:** Email: [TechnologiesCustomerService@pvschemicals.com](mailto:TechnologiesCustomerService@pvschemicals.com) / Phone: 1-800-337-7428

**The chemicals subject to this solicitation is as follows:**

**Item #1 Ferric Chloride -**

- The City's estimated quantity required is approximately 100,000 lb. of Fe
- Deliveries shall be made within five (5) days of receipt of order Monday through Friday to WWTP facility 1000 W. Wilden, Goshen, IN 46528.
- Contractor shall quote the price per pound Fe (Iron).

**Item #1-A Ferric Chloride - Mercury Free or Reduced (Optional)**

- The City's estimated quantity required is approximately 100,000 lb. of Fe
- Deliveries shall be made within five (5) days of receipt of order Monday through Friday to WWTP facility 1000 W. Wilden, Goshen, IN 46528
- Contractor shall quote the price per pound Fe (Iron).
- A copy of the analytical 1631 mercury test result shall accompany quote.



**SOLICITATION QUOTE  
PURCHASE OF FERRIC CHLORIDE**

**SUPPLIER'S PROPOSAL  
PART 1 – SUPPLIER INFORMATION**

Supplier Name: PVS Technologies, Inc  
 Street Address: 10900 Harper Avenue  
 City: Detroit State: MI Zip Code: 48213  
 Mailing Address (if different): \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Contact Person: Tatyana Lipanovich Title: Director of Sales  
 Telephone Number: 313-319-7868 Fax Number: 313-571-6765 Email: bids@pvschemicals.com

**PART 2 – PROPOSAL**

Supplier proposes to furnish the following Supplies in accordance with the specifications:

ITEM NO.	CHEMICAL DESCRIPTION		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Ferric Chloride		100,000 lb. of Fe	\$1.53/Lb of Fe	\$153,000.00
OPTIONAL	MERCURY FREE OR REDUCED	MERCURY CONTENT	RATE	UNIT PRICE	TOTAL PRICE
1-A.	Ferric Chloride		100,000 lb. of Fe	No Bid	No Bid

**PART 3 – EXCEPTIONS**

Supplier shall clearly detail in writing any deviation from or exception taken to the stated specifications. Alternate supplies will be evaluated and may be acceptable as long as the alternate supplies can be verified as equal or better than specified as determined by City. Suppliers with alternate supplies shall submit detailed specifications/detailed literature with their proposal. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with the stated specifications, and the Supplier shall be held liable for strict compliance.

**NO**, this proposal does not contain any deviation from or exception taken to the stated specifications, and this proposal shall be accepted as in strict compliance with the stated specifications.

**YES**, this proposal does contain deviation from or exception taken to the stated specification which is/are detailed more fully below (attach additional pages if needed):

N/A  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SOLICITATION QUOTE  
PURCHASE OF FERRIC CHLORIDE**

**PART 4 – BUSINESS CERTIFICATION**

Supplier must identify the form of business organization the Supplier is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible and a contract awarded may be cancelled. This requirement DOES NOT apply to a sole proprietorship or general partnership.

The Supplier is operating as a (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Supplier is a SOLE PROPRIETORSHIP | <input type="checkbox"/> Supplier is a LIMITED LIABILITY PARTNERSHIP |
| <input type="checkbox"/> Supplier is a GENERAL PARTNERSHIP | <input type="checkbox"/> Supplier is a LIMITED LIABILITY COMPANY     |
| <input type="checkbox"/> Supplier is a LIMITED PARTNERSHIP | <input checked="" type="checkbox"/> Supplier is a CORPORATION        |

The Supplier, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

State of Michigan and is currently registered with the Indiana Secretary of State. The Business ID number for the Supplier is 1991080375.

State of \_\_\_\_\_ but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Supplier agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 302 W. Washington Street, Room E018, Indianapolis, IN 46204; (317) 234-9768; or <https://inbiz.in.gov/BOS/Home/Index>.

**PART 5 – NEPOTISM DISCLOSURE**

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

Supplier **IS NOT** a relative of a City of Goshen elected official.

Supplier **IS** a relative of a City of Goshen elected official. This includes an individual who 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. Please specify the relative(s) below:

Name of elected official: N/A

Relationship to Supplier: N/A

**SOLICITATION QUOTE  
PURCHASE OF FERRIC CHLORIDE**

**PART 6 – NO INVESTMENT ACTIVITIES IN IRAN**

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

Providing false certification may result in the consequences listed in Indiana Code § 5-22-16.5-14, including considering the Supplier as not responsible, termination of the contract if awarded, as well as bringing civil action against the Supplier.

**PART 7 – NON-COLLUSION CERTIFICATION**

Pursuant to Indiana Code § 5-22-16-6, by submitting a proposal, the Supplier certifies under the penalties for perjury, that: (1) the Supplier has not entered into a combination or agreement (A) relative to the price to be offered by a person; (B) to prevent a person from making an offer; or (C) to induce a person to refrain from making an offer; and (2) the Supplier’s offer is made without reference to any other offer.

**PART 8 – SIGNATURE**

The undersigned certifies that if awarded a contract, Supplier will provide the Supplies to the City of Goshen in accordance with the general terms and conditions, specifications, and any other documents made part of this solicitation.

The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Supplier. Signature by the Supplier’s authorized representative constitutes execution of each any every Part of this Proposal.

**SIGNATURE MUST BE NOTARIZED**

Supplier’s Authorized Representative:

Signature: *Milisa Bulatovic* Title: Treasurer

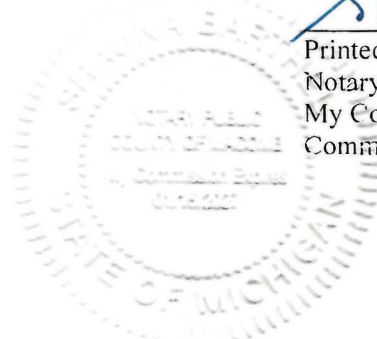
Printed: Milisa M. Bulatovic Date: February 27, 2024

STATE OF MICHIGAN )  
 ) SS:  
COUNTY OF WAYNE )

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named Milisa M. Bulatovic, being known to me or whose identity has been authenticated by me, who affirmed that the statements in the foregoing Supplier’s Proposal are true and correct.

Witness my hand and Notarial Seal this 27th day of February, 2024.

**Shauna Barthel**  
Notary Public, State of Michigan  
Macomb County, Michigan  
My Commission Expires Jan 15, 2027  
Acting Wayne County



*Shauna Barthel*  
Printed Name: Shauna Barthel  
Notary Public of Macomb County Acting in Wayne County, Michigan  
My Commission Expires: January 15, 2027  
Commission Number: N/A

## 1. PRODUCT AND COMPANY IDENTIFICATION

<b>Product Name</b>	<b>Ferric Chloride Solution DWG Grade</b>
Synonyms	Iron (III) Chloride, Iron trichloride, FeCl <sub>3</sub>
UN/ID No.	UN2582
Item #	10244
Revision Date	May-20-2020
Safety Data Sheet	5443
Recommended Use	Water treatment chemical
Uses advised against	Consumer uses: Private households (= general public = consumers).

**Company Name**

PVS Technologies, Inc.  
10900 Harper Ave.  
Detroit, MI 48213  
(313) 571-1100

**24 Hour Emergency Phone Number** CHEMTREC 1-800-424-9300

## 2. HAZARDS IDENTIFICATION

**Classification**

Acute toxicity - Oral	Category 4
Skin corrosion/irritation	Category 1
Serious eye damage/eye irritation	Category 1
May be corrosive to metals	Category 1
Carcinogenicity	Category 1A

### Emergency Overview

<p><b>DANGER</b></p> <p><b>Hazard statements</b></p>	<p>Harmful if swallowed Causes severe skin burns and eye damage May cause cancer</p>

**Precautionary statements**

**Prevention**

- Obtain special instructions before use
- Do not handle until all safety precautions have been read and understood
- Use personal protective equipment as required
- Wash face, hands and any exposed skin thoroughly after handling
- Do not eat, drink or smoke when using this product
- Do not breathe dust/fume/gas/mist/vapors/spray

**Response**

- Immediately call a POISON CENTER or doctor/physician
- Specific treatment (see section 4 on this Safety Data Sheet)

Eyes

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing Immediately call a POISON CENTER or doctor/physician

## Ferric Chloride Solution DWG Grade

- Skin IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower Wash contaminated clothing before reuse
- Inhalation IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing Immediately call a POISON CENTER or doctor/physician
- Ingestion IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell Rinse mouth Do NOT induce vomiting

### Storage

- Store locked up

### Disposal

- Dispose of contents/container to an approved waste disposal plant

### Other Information

#### Other hazards

- Toxic to aquatic life with long lasting effects
- Toxic to aquatic life

Unknown Acute Toxicity

0% of the mixture consists of ingredient(s) of unknown toxicity

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS No.	EC No.	Weight-% *
Water	7732-18-5	231-791-2	55-69
Iron trichloride	7705-08-0	231-729-4	31-45
Hydrogen chloride	7647-01-0	231-595-7	0.0-1.0
Ferrous chloride	7758-94-3	231-843-4	0.0-0.7

## 4. FIRST AID MEASURES

### General advice

- Immediate medical attention is required

### Eye contact

- Immediate medical attention is required
- Do not rub affected area
- Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes
- Keep eyes wide open while rinsing

### Skin contact

- Immediate medical attention is required
- Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes

### Inhalation

- Call a physician or poison control center immediately
- Remove to fresh air
- If not breathing, give artificial respiration
- If breathing is labored, administer oxygen

### Ingestion

- Do NOT induce vomiting
- Never give anything by mouth to an unconscious person
- Immediate medical attention is required
- Drink plenty of water
- Remove from exposure, lie down
- Clean mouth with water and drink afterwards plenty of water
- Call a physician or poison control center immediately

### Note to physician

- Product is a corrosive material. Use of gastric lavage or emesis is contraindicated. Possible perforation of stomach or esophagus should be investigated. Do not give chemical antidotes. Asphyxia from glottal edema may occur. Marked decrease in blood pressure may occur with moist rales, frothy sputum, and high pulse pressure
- Treat symptomatically

### Self-protection for first aid

- Use personal protective equipment as required



**Ferric Chloride Solution DWG Grade  
personnel**

- Avoid contact with skin, eyes or clothing

## 5. FIRE-FIGHTING MEASURES

<b>Suitable extinguishing media</b>	<ul style="list-style-type: none"><li>• Dry chemical, CO<sub>2</sub>, water spray or alcohol-resistant foam</li><li>• Use extinguishing measures that are appropriate to local circumstances and the surrounding environment</li></ul>
<b>Unsuitable extinguishing media</b>	<ul style="list-style-type: none"><li>• No information available</li></ul>
<b>Specific hazards arising from the chemical</b>	<ul style="list-style-type: none"><li>• The product causes burns of eyes, skin and mucous membranes</li><li>• Thermal decomposition can lead to release of irritating and toxic gases and vapors</li><li>• In the event of fire and/or explosion, do not breathe fumes</li></ul>
<b>Protective equipment and precautions for firefighters</b>	<ul style="list-style-type: none"><li>• Wear a self-contained breathing apparatus and chemical protective clothing</li></ul>
<b>Flammable properties</b>	<ul style="list-style-type: none"><li>• No information available</li></ul>
<b>Explosive properties</b>	<ul style="list-style-type: none"><li>• No information available</li></ul>

## 6. ACCIDENTAL RELEASE MEASURES

<b>Personal precautions</b>	<ul style="list-style-type: none"><li>• Evacuate personnel to safe areas</li><li>• Use personal protective equipment as required</li><li>• Avoid contact with skin, eyes or clothing</li><li>• Keep people away from and upwind of spill/leak</li></ul>
<b>Environmental precautions</b>	<ul style="list-style-type: none"><li>• For small spills, absorb material with clay absorbent or other compatible material. Dispose of the waste material according to local, state and governmental requirements.</li><li>• For large spills, contain the material using barriers of absorbent pigs, clay absorbent or earth dams.</li><li>• US regulations require reporting spills of this material that could reach any surface waters. The toll-free phone number for the US Coast Guard National Response Center is 1-800-424-8802</li></ul>
<b>Methods for cleaning up</b>	<ul style="list-style-type: none"><li>• Take up mechanically, placing in appropriate containers for disposal</li><li>• Clean contaminated surface thoroughly</li><li>• Soak up with inert absorbent material</li><li>• Dike far ahead of liquid spill for later disposal</li><li>• Prevent product from entering drains</li><li>• Dam up</li><li>• After cleaning, flush away traces with water</li></ul>
<b>Other Information</b>	<ul style="list-style-type: none"><li>• Spills exceeding the Reportable Quantity (RQ) of 1000 pounds or more must be reported to the National Response Center, (800) 424-8802.</li></ul>

## 7. HANDLING AND STORAGE

<b>Advice on safe handling</b>	<ul style="list-style-type: none"><li>• Use personal protective equipment as required</li><li>• Avoid contact with skin, eyes or clothing</li><li>• Ensure adequate ventilation, especially in confined areas</li><li>• In case of insufficient ventilation, wear suitable respiratory equipment</li><li>• Use only with adequate ventilation and in closed systems</li></ul>
<b>Storage Conditions</b>	<ul style="list-style-type: none"><li>• Keep container tightly closed in a dry and well-ventilated place</li><li>• Keep out of the reach of children</li><li>• Keep containers tightly closed in a dry, cool and well-ventilated place</li><li>• Keep in properly labeled containers</li></ul>
<b>Incompatible materials</b>	Incompatible with strong acids and bases, oxidizers, steel, and most metals, Incompatible with strong acids and bases, Incompatible with oxidizing agents

**8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Iron trichloride 7705-08-0	TWA: 1 mg/m <sup>3</sup> Fe		TWA: 1 mg/m <sup>3</sup> Fe
Hydrogen chloride 7647-01-0	Ceiling: 2 ppm	Ceiling: 5 ppm Ceiling: 7 mg/m <sup>3</sup>	IDLH: 50 ppm
Ferrous chloride 7758-94-3	TWA: 1 mg/m <sup>3</sup> Fe		TWA: 1 mg/m <sup>3</sup> Fe

**Exposure Guidelines**

**Engineering Controls**

Ensure adequate ventilation, especially in confined areas.

**Individual protection measures, such as personal protective equipment**

**Respiratory protection**

• A respiratory protection program that meets OSHA 1910.134 and ANSI Z88.2 requirements must be followed whenever workplace conditions warrant the use of a respirator.

**Eye/Face protection**

- Tight sealing safety goggles
- Face protection shield

**Skin and body protection**

- Wear suitable protective clothing
- Wear impervious protective clothing, including boots, gloves, lab coat, apron or coveralls, as appropriate, to prevent skin contact

**General Hygiene Considerations**

- Wash contaminated clothing before reuse
- When using do not eat, drink or smoke
- Keep away from food, drink and animal feeding stuffs
- Contaminated work clothing should not be allowed out of the workplace
- Regular cleaning of equipment, work area and clothing is recommended
- Avoid contact with skin, eyes or clothing
- Take off all contaminated clothing and wash it before reuse
- Wear suitable gloves and eye/face protection

**9. PHYSICAL AND CHEMICAL PROPERTIES**

**Information on basic physical and chemical properties**

<b>Physical state</b>	Liquid
<b>Appearance</b>	Clear to slightly hazy
<b>Color</b>	Red brown
<b>Odor</b>	Slight Iron acidic
<b>Odor threshold</b>	No information available

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
<b>pH</b>	<2	
<b>Melting point/Freezing Point</b>	-26 °C / -15 °F	
<b>Boiling point / boiling range</b>	110 °C / 230 °F	
<b>Flash point</b>	No information available	
<b>Evaporation rate</b>	<1	n-Butyl acetate =1
<b>Flammability (solid, gas)</b>	No information available	
<b>Flammability Limit in Air</b>		Not flammable
<b>Upper flammability limit (%)</b>	No information available	
<b>Lower flammability limit (%):</b>	No information available	
<b>Vapor pressure</b>	No information available	negligible
<b>Vapor density</b>	No information available	
<b>Specific Gravity</b>	1.40	
<b>Water solubility</b>	Miscible in water	
<b>Solubility in other solvents</b>	No information available	
<b>Partition coefficient</b>	No information available	
<b>Autoignition temperature</b>	No information available	
<b>Decomposition temperature</b>	No information available	

## Ferric Chloride Solution DWG Grade

Kinematic viscosity	No information available
Dynamic viscosity	No information available
Explosive properties	No information available
Oxidizing properties	No information available

### Other Information

Softening point °C	No information available
Molecular weight	No information available
VOC Content (%)	No information available
Density	No information available
Bulk density	11.7 Pounds per gallon (lb/gal), Typical

## 10. STABILITY AND REACTIVITY

<b>Stability</b>	• Stable under recommended storage conditions
<b>Conditions to avoid</b>	• Exposure to air or moisture over prolonged periods
<b>Incompatible materials</b>	Incompatible with strong acids and bases, oxidizers, steel, and most metals, Incompatible with strong acids and bases, Incompatible with oxidizing agents
<b>Hazardous Decomposition Products</b>	• Thermal decomposition can lead to release of irritating and toxic gases and vapors
<b>Possibility of Hazardous Reactions</b>	• None under normal processing and storage

## 11. TOXICOLOGICAL INFORMATION

### Information on likely routes of exposure

<b>Principle Routes of Exposure</b>	Inhalation, Skin contact, Eye contact
<b>Inhalation</b>	May cause irritation of respiratory tract. Avoid breathing vapors or mists.
<b>Ingestion</b>	May cause adverse kidney effects. May cause adverse liver effects.
<b>Skin contact</b>	Contact causes severe skin irritation and possible burns.
<b>Eye contact</b>	Corrosive to the eyes and may cause severe damage including blindness.

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Water 7732-18-5	> 90 mL/kg ( Rat )		
Iron trichloride 7705-08-0	= 316 mg/kg ( Rat ) = 450 mg/kg ( Rat )	>2000 mg/kg (rat)	
Hydrogen chloride 7647-01-0	238 - 277 mg/kg ( Rat )	> 5010 mg/kg ( Rabbit )	= 1.68 mg/L ( Rat ) 1 h
Ferrous chloride 7758-94-3	450 mg/kg (Rat)		

### Information on toxicological effects

<b>Symptoms</b>	Vomiting, Hypoxemia (reduced O2 in the blood), Metabolic Acidosis
-----------------	---

### Delayed and immediate effects as well as chronic effects from short and long-term exposure

<b>Sensitization</b>	No information available.
<b>Germ cell mutagenicity</b>	No information available.
<b>Carcinogenicity</b>	The table below indicates whether each agency has listed any ingredient as a carcinogen.

Chemical Name	ACGIH	IARC	NTP	OSHA
Hydrogen chloride 7647-01-0		Group 3		X

IARC (International Agency for Research on Cancer)

*Not classifiable as a human carcinogen*

OSHA (Occupational Safety and Health Administration of the US Department of Labor)

X - Present

<b>Reproductive toxicity</b>	No information available.
<b>STOT - single exposure</b>	No information available.
<b>STOT - repeated exposure</b>	No information available.



## Ferric Chloride Solution DWG Grade

### Chronic toxicity

Chronic exposure to corrosive fumes/gases may cause erosion of the teeth followed by jaw necrosis. Bronchial irritation with chronic cough and frequent attacks of pneumonia are common. Gastrointestinal disturbances may also be seen. Avoid repeated exposure. Possible risk of irreversible effects. May cause adverse liver effects.

### Target Organ Effects

Eyes, Gastrointestinal tract (GI), Liver, Respiratory system, Skin.

### Aspiration hazard

No information available.

## Numerical measures of toxicity - Product Information

### Unknown Acute Toxicity

0% of the mixture consists of ingredient(s) of unknown toxicity

The following values are calculated based on chapter 3.1 of the GHS document .

Oral LD50

832 mg/kg

LC50 (Dust/Mist)

100.2 mg/l

## 12. ECOLOGICAL INFORMATION

### Ecotoxicity

Ecotoxicity

Toxic to aquatic life with long lasting effects

0% of the mixture consists of component(s) of unknown hazards to the aquatic environment

Chemical Name	Algae/aquatic plants	Fish	Crustacea
Iron trichloride 7705-08-0		20.95 - 22.56: 96 h Pimephales promelas mg/L LC50 semi-static 20.26: 96 h Lepomis macrochirus mg/L LC50 semi-static 75.6: 96 h Gambusia affinis mg/L LC50 static	27.9: 48 h Daphnia magna mg/L EC50 9.6: 48 h Daphnia magna mg/L EC50 Static
Hydrogen chloride 7647-01-0		282: 96 h Gambusia affinis mg/L LC50 static	
Ferrous chloride 7758-94-3		4: 96 h Morone saxatilis mg/L LC50 static	

### Persistence and degradability

No information available

### Bioaccumulation

No information available

Chemical Name	Partition coefficient
Iron trichloride 7705-08-0	-4

### Other adverse effects

No information available

## 13. DISPOSAL CONSIDERATIONS

### Disposal of wastes

• This material, as supplied, is a hazardous waste according to federal regulations (40 CFR 261)

### Contaminated packaging

• Do not reuse container

### US EPA Waste Number

• D002

This product contains one or more substances that are listed with the State of California as a hazardous waste.

Chemical Name	California Hazardous Waste Status
Iron trichloride 7705-08-0	Toxic Corrosive

## 14. TRANSPORT INFORMATION

### DOT

#### Proper shipping name

Ferric chloride, solution

#### Hazard Class

8

#### UN/ID No.

UN2582

#### Packing Group

III

#### RQ (lbs)(dry)

Ferric chloride: RQ kg= 454.00, Ferrous chloride: RQ kg= 45.40

#### RQ as is (lbs)(wet)

2222 (45% Ferric Chloride)

#### Description

UN2582, Ferric chloride, solution, 8, III, RQ

#### Special Provisions

B15, IB3, T4, TP1

**Ferric Chloride Solution DWG Grade**

Emergency Response Guide Number 154

**Transport Canada**UN/ID No. UN2582  
Proper shipping name FERRIC CHLORIDE SOLUTION  
Hazard Class 8  
Packing Group III  
Description UN2582, Ferric chloride solution, 8, III**IATA**UN/ID No. UN2582  
Proper shipping name FERRIC CHLORIDE SOLUTION  
Hazard Class 8  
Packing Group III  
ERG Code 8L  
Special Provisions A3, A803**IMDG**UN/ID No. UN2582  
Proper shipping name FERRIC CHLORIDE SOLUTION  
Hazard Class 8  
Packing Group III  
EmS-No. F-A, S-B  
Special Provisions 223**15. REGULATORY INFORMATION****US Federal Regulations****SARA 311/312 Hazard Categories**Acute health hazard Yes  
Chronic Health Hazard Yes  
Fire hazard No  
Sudden release of pressure hazard No  
Reactive Hazard No**SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

**U.S. - TSCA (Toxic Substances Control Act) - Section 5(a)(2) - Chemicals with Significant New Use Rules (SNURs)****CWA (Clean Water Act)**

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

Chemical Name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Iron trichloride 7705-08-0	1000 lb			X
Hydrogen chloride 7647-01-0	5000 lb			X
Ferrous chloride 7758-94-3	100 lb			X

**CERCLA**

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302)

Chemical Name	Hazardous Substances RQs	CERCLA/SARA RQ	RQ (lbs)(dry)
Iron trichloride 7705-08-0	1000 lb		RQ 1000 lb final RQ RQ 454 kg final RQ
Hydrogen chloride 7647-01-0	5000 lb	5000 lb	RQ 5000 lb final RQ RQ 2270 kg final RQ
Ferrous chloride 7758-94-3	100 lb		RQ 100 lb final RQ RQ 45.4 kg final RQ

## Ferric Chloride Solution DWG Grade

### Canada

**WHMIS Classification** This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all the information required by the CPR

**WHMIS Classification** Non-controlled

### US State Regulations

**California Proposition 65** This product does not contain any Proposition 65 chemicals

### U.S. State Right-to-Know Regulations

Chemical Name	New Jersey	Massachusetts	Pennsylvania
Water 7732-18-5			X
Iron trichloride 7705-08-0	X	X	X
Hydrogen chloride 7647-01-0	X	X	X
Ferrous chloride 7758-94-3	X	X	X

### DEA List I, List II

Chemical Name	U.S. - DEA - List I or Precursor Chemicals	U.S.- DEA - List II or Essential Chemicals
Hydrogen chloride 7647-01-0	-	0.0 kg, Domestic Sales Weight 50 gallon, Export Volume 27 kg, Export Weight

### International Inventories

**TSCA** Complies  
**DSL/NDSL** Complies  
**EINECS/ELINCS** Complies  
**ENCS** Complies  
**IECSC** Complies  
**KECL** Complies  
**PICCS** Complies  
**AICS** Complies

### Legend:

**TSCA** - United States Toxic Substances Control Act Section 8(b) Inventory  
**DSL/NDSL** - Canadian Domestic Substances List/Non-Domestic Substances List  
**EINECS/ELINCS** - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances  
**ENCS** - Japan Existing and New Chemical Substances  
**IECSC** - China Inventory of Existing Chemical Substances  
**KECL** - Korean Existing and Evaluated Chemical Substances  
**PICCS** - Philippines Inventory of Chemicals and Chemical Substances  
**AICS** - Australian Inventory of Chemical Substances

## 16. OTHER INFORMATION

<b>NFPA</b>	<b>Health hazards</b> 3	<b>Flammability</b> 0	<b>Instability</b> 0	<b>Physical and Chemical Properties</b>
<b>HMIS</b>	<b>Health hazards</b> 3	<b>Flammability</b> 0	<b>Physical hazards</b> 0	<b>Personal protection</b> D

**Item #** 10244  
**Safety Data Sheet** 5443  
**Revision Date** May-20-2020  
**Issue Date** Jun-02-2020  
**Version** 4  
**Revision Note** \*\*\* Updated value on SDS.  
**Disclaimer**

## **Ferric Chloride Solution DWG Grade**

All information, statements, data, advice, and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping, and transportation (collectively referred to herein as "information") are believed to be accurate, reliable, and based on reliable industry and regulatory references. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. The Company providing this SDS is not engaged in the business of providing technical, operational, engineering, or safety information for a fee, and therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill, and experience in the chemical industry. The Company providing this SDS shall not be responsible or liable for the use, application, or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion of such persons, their employees, advisors, and agents. This safety data sheet (SDS) is offered for your information, consideration, and investigation as required by federal hazardous products act and related legislation.

**End of Safety Data Sheet**



**REQUEST FOR QUOTE**

**PURCHASE OF FERRIC CHLORIDE**

**REQUESTED BY:** Brandy L. Toms (Requestor)  
Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, IN 45628  
Phone: 574-537-3820  
Fax: 574-533-8626

Email: brandytoms@goshencity.com

**YOUR RESPONSE MUST BE RETURNED TO THE ABOVE BY: March 8, 2024 at 5:00 p.m. (EST)**

**GENERAL INFORMATION**

The City of Goshen is planning to purchase Ferric Chloride for the Wastewater Treatment Plant and would like to invite your business to submit a quote. The information below is provided to assist you in completing this request. Please note that these instructions may not contain all applicable requirements. Careful reading of the entire request is imperative. Failure to follow these instructions or those printed throughout this solicitation package could lead to rejection of your proposal. In addition to cost, proposals received will be evaluated based on whether the Supplier is responsible, and if the Supplier's proposal is responsive.

1. Your response to this solicitation is an offer to contract with the City of Goshen.
2. Type or print legibly in black or blue ink all requested information, including prices and extensions, as well as complete and accurate Supplier information.
3. If you are not willing to accept a split award (partial order), if applicable, your response must include the statement, "Bidding all or none."
4. Do not add any contractual or payment terms and conditions. The terms and conditions of the award will be those listed in this solicitation package and the resulting Purchase Order only if your business is awarded a contract.
5. Your proposal must be manually signed by the person(s) legally authorized to bind the Supplier to a contract.
6. Email, mail or fax your response to the Requestor listed above. If emailed, the subject line should include the Solicitation Number and Title.
7. Your response must be received by the requested date and time listed above.
8. If you have questions regarding this request, contact the Requestor listed above.
9. You will be notified if your quote is recommended for an award.

The following general terms and conditions will be part of the contract if your business's proposal is accepted by City. For the purposes of this solicitation and proposed contract, the term "Supplier" refers to the person or other legal entity that is awarded and enters into a contract with the City of Goshen for the equipment, goods, or materials ("supplies") specified.

**SOLICITATION QUOTE  
PURCHASE OF FERRIC CHLORIDE**

**GENERAL TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT:** This Contract contains the complete and final Contract between City and Supplier and no other agreement in any way modifying these terms and conditions shall be binding unless made in writing and signed by both City and Supplier.
2. **PRICING:** Unit price must be entered and extended, and the total price of the solicitation must be shown. If there is an error between the unit price and total price, the unit price shall prevail. Prices listed for each line item are firm and cannot be changed. Any revision in price may be rejected at the discretion of City, and may result in cancellation of the Purchase Order without recourse on the part of the awarded Supplier.
3. **ESTIMATED QUANTITIES:** The quantities for each line item stated on the proposal form are estimates only. The estimated quantities for a line item in which unit prices are requested are based on the best information available, however, such estimates are not guaranteed and are solely for the purpose of comparing proposals and determining the lowest cost. The actual quantity necessary may be more or less than the estimated quantities, but City will neither be obligated nor limited to purchase a specific amount.
4. **TAXES:** Prices listed and amounts billed to City shall not include any tax for which City is exempt. City will furnish a tax-exempt certificate, if requested by Supplier. City will not be responsible for any taxes levied on Supplier as a result of this Contract.
5. **F.O.B. DESTINATION:** Prices listed shall be on the basis of FOB Destination where shipping and handling charges are prepaid and allowed to City's facility. No additional freight shall be charged to City.
6. **PAYMENTS:** All payments shall be made in arrears. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as specifically permitted by this solicitation. Payment for the goods delivered shall be made within forty-five (45) days of City's receipt of a detailed invoice from Supplier. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check. Supplier is required to have a current W-9 form on file with City before the Goshen Clerk-Treasurer's Office will issue payment.
7. **DELIVERY:** Delivery must be made at time agreed upon. If any indicated or actual delays arise, City must be notified immediately, in writing, with the cause for such delay stated. If supplies are not delivered within the time specified in the specifications and on the Purchase Order, or within a reasonable time not exceeding thirty (30) days after receipt of a Purchase Order if no time is specified, City may refuse to accept such supplies, and this Contract may be cancelled. Each package shall be properly packed for shipment and be numbered and labeled with City's Purchase Order number, and shall contain an itemized packing slip.
8. **RISK OF LOSS:** Supplier shall be liable for all risk of loss for the supplies until delivered to and accepted by City.
9. **QUANTITY:** Supplies shipped in excess of quantity designated in the Purchase Order may be returned at Supplier's expense.
10. **COMPLIANCE WITH SPECIFICATIONS:** The supplies shall conform strictly to the specifications, drawings, or samples specified or furnished in connection with the solicitation, all of which are incorporated herein. Supplier warrants all supplies delivered to be new and free from defects of material or workmanship. This warranty shall survive any inspection, delivery, acceptance, or payment by City for the Supplies. Inspections shall be on City's premises unless otherwise specified. City shall have the right to reject and return at Supplier's expense, or to require at Supplier's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of the specifications and Purchase Order.
11. **WARRANTY:** Supplier shall warrant all supplies furnished under this Contract to be free of defects, and to conform to the requirements of the specifications. This warranty period shall be as specified in the specifications, or if no warranty period is specified, the warranty period shall be at least ninety (90) days, or the manufacturer's standard warranty, whichever is longer, commencing upon delivery and acceptance of the Supplies by City. Under this warranty, Supplier agrees to correct, repair or replace without delay and at Supplier's expense, the supplies

**SOLICITATION QUOTE  
PURCHASE OF FERRIC CHLORIDE**

which are defective or do not conform to the requirements of the specifications provided that such correction, repair or replacement is not required because of accident, neglect, misuse, or force majeure event. Prior to the expiration of the warranty period, whenever supplies are shipped for a correction, repair or replacement purpose, Supplier shall bear all cost of such shipment including, but not limited to, cost of packing, shipping, transportation, and insurance. All replacements shall be covered by a new, equivalent warranty.

12. **INTELLECTUAL PROPERTY DEFENSE:** Supplier shall, at Supplier's own expense, defend, indemnify and hold harmless City with respect to any claims that the supplies furnished under this Contract violate any third-party intellectual property rights including, but not limited to, patents, copyrights, trademarks and trade secrets.

13. **DEFAULT:** If Supplier fails to deliver the supplies listed on the Purchase Order, or otherwise comply with the provisions of this Contract, then Supplier may be considered in default. In such event, 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 Supplier 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 supplies in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred.

Supplier may also be considered in default by the City if any of the following occur: (1) there is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Contract; (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors; (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract; (4) Supplier 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 Supplier or any of Supplier's property; (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to complete the Contract; or (7) this Contract or any right, monies or claims are assigned by Supplier without the consent of the City.

14. **TERMINATION FOR CONVENIENCE:**

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

15. **INSURANCE:** If this Contract provides for work to be performed by Supplier for City, Supplier shall be responsible for providing all necessary unemployment and workers' compensation insurance for Supplier's employees and liability and property/casualty insurance, as required by City. Upon request, Supplier shall furnish a certificate of insurance showing coverage acceptable to City.

16. **INDEPENDENT CONTRACTOR:** Supplier shall operate as a separate entity and independent Supplier of the City of Goshen. As such, Supplier understands that City will not carry worker's compensation or any other insurance on Supplier and/or Supplier's employees, agents or subcontractors. Supplier is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. Any employees, agents or subcontractors of Supplier shall be under the sole and exclusive direction and control of Supplier and shall not be considered employees, agents or subcontractors of City. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

**SOLICITATION QUOTE  
PURCHASE OF FERRIC CHLORIDE**

17. **NONDISCRIMINATION:** Pursuant to Indiana Code § 22-9-1-10 and Civil Rights Act of 1964, Supplier and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

18. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT:** Supplier shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Supplier to subcontract or assign any portion of the Contract shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.

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

20. **WAIVER OF RIGHTS:** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

21. **COMPLIANCE WITH LAWS:** Supplier agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included in this Contract are incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Contract shall be reviewed by City and Supplier to determine whether the provisions of this Contract require formal modification.

22. **CONFLICTS:** 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. Any special conditions included with this solicitation which varies from these General Terms and Conditions shall have precedence.

23. **GOVERNING LAWS:** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

24. **SEVERABILITY:** In the event that any provision of the Contract 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 Contract shall not affect the validity or enforceability of any other provision of the Contract.

25. **BINDING EFFECT:** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.

26. **AUTHORITY TO BIND:** The signatory for Supplier represents that he/she has been duly authorized to execute agreements on behalf of Supplier and has obtained all necessary or applicable approval from Supplier to make this Contract fully binding upon Supplier when his/her signature is affixed and accepted by City.



**SOLICITATION QUOTE  
PURCHASE OF FERRIC CHLORIDE**

**DETAILED SPECIFICATIONS**

1. **OPEN COMPETITION:** The intent of these specifications is to provide a foundation for competitive bidding of comparable supplies. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Unless otherwise stated, alternate supplies will be evaluated and may be acceptable as long as the alternate supplies can be verified as equal or better than specified as determined by City. Suppliers with alternate supplies shall submit detailed specifications/detailed literature with their proposal.

2. **EXCEPTIONS:** A proposal shall clearly detail in writing any deviation from or exception taken to the stated specifications. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms and conditions of the specifications, and the Supplier shall be held liable for strict compliance.

3. **SUPPLIES MANUFACTURED IN UNITED STATES; STEEL PRODUCTS:**

In accordance with Indiana Code § 5-22-15-21, the supplies being offered shall be manufactured in the United States. Supplies will be considered “manufactured in the United States” if the cost of the products components mined, produced, or manufactured in the United States exceed fifty percent (50%) of the products proposed purchase price.

In accordance with Indiana Code § 5-22-15-25, if any steel products are used in the manufacture of the supplies, the steel products must be manufactured in the United States. “Steel products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed by a combination of two (2) or more such operations, by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process.

4. **DELIVERY:** Supplier shall deliver goods to City within five (5) calendar days from receipt of the Purchase Order from City.

All deliveries shall be made Monday through Friday during normal business hours (excluding City designated holidays) unless other prior arrangements are made with City.

Delivery shall be FOB destination to: Goshen Wastewater Treatment Plant  
1000 W. Wilden Avenue  
Goshen, IN 46528  
Contact: Jim Kerezman  
Phone: (574) 534-4003

5. **DETAILED SPECIFICATIONS:** See following page.

6. **TERM OF CONTRACT:**

A. The contract shall become effective upon the City’s acceptance of a responding Supplier’s quote and placement of the first order.

B. The initial term of the contract shall be from date of first order through December 31, 2024.

**SOLICITATION QUOTE  
PURCHASE OF FERRIC CHLORIDE**

**SPECIFICATIONS FOR FERRIC CHLORIDE**

Offers will be received for the purchase of approximately 100,000 lb. of Fe of the Ferric Chloride throughout the remainder of the 2024 calendar year for the City of Goshen Water Department and Wastewater Treatment Plant. Additionally, offers will be received for the purchase of optional alternatives to Ferric Chloride. The optional alternative chemical shall have no mercury content or a reduced amount of mercury content.

The City of Goshen reserves the right to select any, all or none of the items and/or award contracts to one or more Suppliers.

Offers are being requested based on a price per unit which shall include all associated costs, including but not limited to packaging and delivery costs. Prices are to be expressed as a decimal. *For example, if the price is fifty-nine and three-quarter cents per pound, the price should be expressed as \$.5975.*

The quality of the Ferric Chloride shall be based on the standard of the industry for which the chemical is intended to be used (sewage and water treatment). Supplier may claim that price increases may be unavoidable with the current economic situation. If Supplier makes a claim for increased pricing during the term of the agreement, the City must be notified, in writing, no less than 90 days prior to the effective date of such increase. All orders placed prior to the effective date of the increase shall be invoiced at the lower price.

Chemicals will be ordered on an as needed basis. Suppliers shall provide with their offer an email or fax number where the order may be sent for processing. The City will strive to order the Ferric Chloride in as far advance as possible and/or deliveries to be at regularly scheduled intervals as agreed to by the City and the Supplier. The City reserves the right to purchase any amount of Ferric Chloride, as needed. There shall be no deposits charged on packaging. The City of Goshen will empty contents and return packaging to the Supplier no later than the following delivery date.

**The chemicals subject to this solicitation is as follows:**

**Item #1 Ferric Chloride -**

- The City's estimated quantity required is approximately 100,000 lb. of Fe
- Deliveries shall be made within five (5) days of receipt of order Monday through Friday to WWTP facility 1000 W. Wilden, Goshen, IN 46528.
- Contractor shall quote the price per pound Fe (Iron).

**Item #1-A Ferric Chloride - Mercury Free or Reduced (Optional)**

- The City's estimated quantity required is approximately 100,000 lb. of Fe
- Deliveries shall be made within five (5) days of receipt of order Monday through Friday to WWTP facility 1000 W. Wilden, Goshen, IN 46528
- Contractor shall quote the price per pound Fe (Iron).
- A copy of the analytical 1631 mercury test result shall accompany quote.

**SOLICITATION QUOTE  
PURCHASE OF FERRIC CHLORIDE**

**SUPPLIER'S PROPOSAL  
PART 1 – SUPPLIER INFORMATION**

Supplier Name: Kemira Water Solutions, Inc.

Street Address: 4321 W. 6th St  
Lawrence, KS 66049

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address (if different): Same

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: Christina M. Imbrogno Title: Commercial Support Manager

Telephone Number: (785) 842-7424 Fax Number: (785) 842-2629 Email: Kwsno.bids@kemira.com

Order Information: (800) 927-3950 IW-customer-service@Kemira.com

**PART 2 – PROPOSAL**

Supplier proposes to furnish the following Supplies in accordance with the specifications:

ITEM NO.	CHEMICAL DESCRIPTION		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Ferric Chloride		100,000 lb. of Fe	1.538	153,800.00
OPTIONAL	MERCURY FREE OR REDUCED	MERCURY CONTENT	RATE	UNIT PRICE	TOTAL PRICE
1-A.	Ferric Chloride		100,000 lb. of Fe	No Bid	No Bid

**PART 3 – EXCEPTIONS**

Supplier shall clearly detail in writing any deviation from or exception taken to the stated specifications. Alternate supplies will be evaluated and may be acceptable as long as the alternate supplies can be verified as equal or better than specified as determined by City. Suppliers with alternate supplies shall submit detailed specifications/detailed literature with their proposal. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with the stated specifications, and the Supplier shall be held liable for strict compliance.

**NO**, this proposal does not contain any deviation from or exception taken to the stated specifications, and this proposal shall be accepted as in strict compliance with the stated specifications.

**YES**, this proposal does contain deviation from or exception taken to the stated specification which is/are detailed more fully below (attach additional pages if needed):

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**SOLICITATION QUOTE  
PURCHASE OF FERRIC CHLORIDE**

**PART 4 – BUSINESS CERTIFICATION**

Supplier must identify the form of business organization the Supplier is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible and a contract awarded may be cancelled. This requirement DOES NOT apply to a sole proprietorship or general partnership.

The Supplier is operating as a (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Supplier is a SOLE PROPRIETORSHIP | <input type="checkbox"/> Supplier is a LIMITED LIABILITY PARTNERSHIP |
| <input type="checkbox"/> Supplier is a GENERAL PARTNERSHIP | <input type="checkbox"/> Supplier is a LIMITED LIABILITY COMPANY     |
| <input type="checkbox"/> Supplier is a LIMITED PARTNERSHIP | <input checked="" type="checkbox"/> Supplier is a CORPORATION        |

The Supplier, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

State of Delaware and is currently registered with the Indiana Secretary of State. The Business ID number for the Supplier is 2005031600545.

State of \_\_\_\_\_ but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Supplier agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 302 W. Washington Street, Room E018, Indianapolis, IN 46204; (317) 234-9768; or <https://inbiz.in.gov/BOS/Home/Index>.

**PART 5 – NEPOTISM DISCLOSURE**

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

Supplier **IS NOT** a relative of a City of Goshen elected official.

Supplier **IS** a relative of a City of Goshen elected official. This includes an individual who 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. Please specify the relative(s) below:

Name of elected official: \_\_\_\_\_

Relationship to Supplier: \_\_\_\_\_



**KEMIRA WATER SOLUTIONS, INC.**  
**CERTIFICATE OF THE SECRETARY**

As of July 27, 2023

The undersigned, Susan B. Radcliffe, hereby certifies that she is the duly elected, qualified and acting Vice President and Secretary of Kemira Water Solutions, Inc., a Delaware corporation (the “*Corporation*”), and the undersigned hereby further certifies that:

1. As of the date hereof, the persons named below are the duly elected and qualified officers of the Corporation holding the offices set forth opposite their respective names:

<b>Officers</b>	<b>Title</b>
Michael Cavallero	President
Paul Kimberling	Vice President, Finance & Accounting, Americas
Manuel Moreau	Vice President, Manufacturing and Logistics, Coag, I&W, NA
Kelly Forrester	Vice President, Supply Chain Management, Americas
Michael Clark	Vice President, R&D and Technology, Americas
Jackie Whitehead	Director, Human Resources, Americas
Kasthuri Ramkumar	Treasurer
Jeremy Buttram	Assistant Treasurer
Susan B. Radcliffe	Vice President & Secretary
Adisty Wilson	Assistant Secretary

2. Attached hereto as Exhibit A is a true and correct copy from the resolutions adopted by the Board of Directors of the Corporation by Unanimous Written Consent of the Board of Directors in Lieu of Annual Meeting, dated September 1, 2022, which resolutions have not been in any way amended, modified, revoked or rescinded since their adoption and remain in full force and effect as of the date hereof.

3. Attached hereto as Exhibit B is a true and correct copy of the resolutions adopted by the Board of Directors of the Corporation by Unanimous Written Consent of the Board of Directors in Lieu of a Special Meeting, dated February 1, 2023, which resolutions have not been in any way amended, modified, revoked or rescinded since their adoption and remain in full force and effect as of the date hereof.

4. Attached hereto as Exhibit C is a true and correct copy of the resolutions adopted by the Board of Directors of the Corporation by Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting, dated May 1, 2023, which resolutions have not been in any way amended, modified, revoked or rescinded since their adoption and remain in full force and effect as of the date hereof.

[Signature page follows]

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate of the Secretary as of the date first written above.

*Susan B. Radcliffe*

---

Susan B. Radcliffe

Vice President and Secretary

**EXHIBIT A**

**Resolutions adopted by Unanimous Written Consent of the Board of Directors in Lieu of Annual Meeting, dated September 1, 2022**

**Removal and Appointment of Officers**

**RESOLVED**, that all of the officers appointed by the Board prior to the date hereof is hereby removed from their respective offices;

**FURTHER RESOLVED**, that the following named persons be, and hereby are, elected to the offices of the Corporation opposite their respective names, each to serve until his/her successor is duly elected and qualified or his/her earlier resignation or removal:

Name	Title
Michael Cavallero	President
Paul Kimberling	Vice President, Finance & Accounting, Americas
Manuel Moreau	Vice President, Manufacturing and Logistics, Coag, I&W
Kelly Forrester	Vice President, Supply Chain Management, Americas
Michael Clark	Vice President, R&D and Technology, Americas
Jackie Whitehead	Director, Human Resources, Americas
Kasthuri Ramkumar	Treasurer
Susan B. Radcliffe	Vice President & Secretary
Robert L. Turner, IV	Assistant Secretary

**Signature Authority**

**FURTHER RESOLVED**, that effective as of the date hereof, **Christina Imbrogno** ("*Imbrogno*") and **Gayla Walker** ("*Walker*") as authorized persons, are hereby authorized, empowered and directed, by and on behalf of the Corporation to execute and deliver in the name and on behalf of the Corporation product bids and product contracts for the sale of inorganic coagulants to municipal customers and advanced water treatment customers for the Industry and Water Segment, excluding industrial customers for oil and gas applications.



**EXHIBIT B**

Resolutions adopted by Unanimous Written Consent of the Board of Directors in Lieu of a  
Special Meeting, dated February 1, 2023

**Appointment of Officer**

**RESOLVED**, that effective as of February 1, 2023, Jeremy Buttram (“Buttram”) be, and hereby is appointed as Assistant Treasurer of the Corporation to serve until his successor is duly elected and qualified or his earlier resignation or removal; and

**EXHIBIT C**

**Resolutions adopted by Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting, dated May 1, 2023**

**Resignation**

**NOW, THEREFORE, BE IT RESOLVED**, that effective as of May 4, 2023, the resignation of Turner as Assistant Secretary of the Corporation is hereby accepted;

**Appointment of Officers**

**FURTHER RESOLVED**, that effective as of May 8, 2023, Adisty Wilson (“**Wilson**”) be, and hereby is, appointed as Assistant Secretary of the Corporation to serve until her successor is duly appointed and qualified or until her earlier resignation or removal;

# Kemira PIX-111

## Ferric Chloride, 37- 42% Solution

**KEMIRA PIX-111** is an effective primary coagulant in liquid form based on trivalent iron ( $\text{Fe}^{3+}$ ). It functions very well for process and wastewater clarification and can be used for color removal, phosphate removal, heavy metal removal and lime softening applications. KEMIRA PIX-111 can also be used effectively for hydrogen sulfide control, struvite control and in sludge conditioning applications.

### Typical Properties

Appearance	Dark brown liquid
Specific Gravity (20°C/ 68°F)	1.39 - 1.46
$\text{FeCl}_3$	37 - 42 wt. %
$\text{Fe}_{\text{TOT}}$	12.7 – 14.8 wt. %
Fe (III)	12.7 – 14.5 wt. %
Fe (II)	≤ 0.3 wt. %
Free Acid (HCl)	< 1.0 wt. %
Freezing Point	-25°C/ -13°F to -7°C/20°F

**This TDS is a general representation of the product. Detailed product specification/ analysis is available upon request.**

### Certification / Approval

KEMIRA PIX-111 meets or exceeds all requirements of the current AWWA Standard B407 for liquid ferric chloride.

### Dosing

KEMIRA PIX-111 should be fed straight. No dilution or preparation is required. A diaphragm, metering pump of non-corrosive material is suitable.

### Storage

KEMIRA PIX-111 is highly corrosive and contact with metal equipment must be avoided. Storage tanks and piping should be constructed of suitable material such as fiberglass, or cross- linked polyethylene. KEMIRA PIX-111 has a recommended shelf life of minimum twelve (12) months in an appropriate storage environment. With this product, inspect the storage tank yearly, clean if necessary.

### Handling / Safety

The handling of any chemical requires care. Anyone responsible for using or handling KEMIRA PIX-111 should familiarize themselves with the Safety Data Sheet.

### Delivery

Shipping Instructions; UN 2582, FERRIC CHLORIDE SOLUTION, 8, P.G. III, FERRIC CHLORIDE SOLUTION 37 – 42%

Kemira makes this information available as an accommodation to its customers and it is intended to be solely a guide in customer's evaluation of the products. You must test our products, to determine if they are suitable for your intended uses and applications, as well as from the health, safety and environmental standpoint. You must also instruct employees, agents, contractors, customers or any third party which may be exposed to the products about all applicable precautions. All information and technical assistance is given without warranty or guarantee and is subject to change without notice. You assume full liability and responsibility for compliance with all information and precautions, and with all laws and statutes, ordinances and regulations of any governmental authority applicable to the processing, transportation, delivery, unloading, discharge, storage, handling, sale and use of each product. Nothing herein shall be construed as a recommendation to use any product in conflict with patents covering any material or its use.

#### Kemira

1000 Parkwood Circle, Ste 500  
Atlanta, GA 30339  
USA  
[www.kemira.com](http://www.kemira.com)

United States  
Tel +1 800 879 6353  
Canada  
Tel +1 450 652 0665



**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 14, 2024

**To:** Board of Public Works and Safety

**From:** Brandy L. Toms

**Subject:** Quote for Sodium Hypochlorite

The City solicited quotes for the purchase of Sodium Hypochlorite, a chemical required for the WWTP, in accordance with Indiana Code § 5-22-8-3. Below is a summary of the quotes received for the supply of Sodium Hypochlorite for the 2024 calendar year:

Vendor	Unit Price per/gal	Notes
Haviland Products 421 Ann Ste, N.W. Grand Rapids, MI 49501		Declined to bid
Olin Chemical Lemont, IL		Did not provide quote.
Rowell Chemical Corp Hinsdale, IL	\$1.79	
Alexander Chemical Corp Peru, IL	\$1.81	

Rowell Chemical Corp is the lowest responsive and responsible quoter and it is the recommendation that the Board award the contract to supply the City with sodium hypochlorite for the 2024 calendar year to Rowell Chemical Corp.

**Suggested Motion:**

Award the contract to Rowell Chemical Corp. as the lowest responsive and responsible quoter and authorize the issuance of a purchase order for the purchase of Sodium Hypochlorite at a cost of \$1.79 per gal. for the 2024 calendar year.

## **CONTRACT**

### **PURCHASE OF SODIUM HYPOCHLORITE**

THIS CONTRACT is made and entered into on March \_\_\_\_\_, 2024, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City,” and Rowell Chemical Corporation, hereinafter referred to as “Supplier.”

WITNESSETH, that the City and the Supplier mutually agree as follows:

#### **SCOPE OF PURCHASE**

The Supplier shall provide all labor, goods, supplies and/or materials, tools, supplies, insurance, supervision, work and all other items necessary to provide and deliver the “Purchase of Sodium Hypochlorite” in accordance with and as described in further detail in this contract and in the Specification Documents, the terms of which are incorporated by reference.

The Supplier shall supply and deliver any amount of the quoted “Mercury Free or Reduced Sodium Hypochlorite” as is needed by the City. Chemicals will be ordered by phone, fax or email on an as needed basis.

The supplies to be purchased shall be delivered within five (5) days of receipt of order Monday through Friday to Goshen’s Wastewater Treatment Plant, 1000 W. Wilden Goshen, 46528

In the event of a conflict between a provision in the Specification Documents and the Supplier’s quote, the Specification Documents shall control unless specifically modified by this contract.

In the event of a conflict between a provision in this contract and a provision the Supplier’s quote or in the Specification Documents, the provision in this contract shall control.

In construing the intent and meaning of the terms and conditions of this contract, the following information and items shall be considered:

1. Supplier’s Itemized Quote;
2. Non Collusion Affidavit;
3. Any addenda or changes to the contract documents and specifications, including properly approved change orders; and
4. Notice to proceed

Supplier shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

#### **EFFECTIVE DATE; CONTRACT TERM**

Supplier acknowledges that time is of the essence and that the timely performance of its work is an important element of this contract. Supplier shall provide the goods, supplies and/or materials as expeditiously as is consistent with professional skill and care in the orderly progress of the purchase.

The contract shall become effective on the day of execution and approval by the City of Goshen Board of Public Works and Safety and the Supplier.

The initial term of the contract shall be from Date of Execution through December 31, 2024. Upon written approval of the contracting parties, the contract may be renewed for three (3) additional one (1) year terms under the same terms and conditions.

### **COMPENSATION, BASIS AND METHOD OF PAYMENT,**

The City agrees to compensate Supplier for the goods, supplies and/or materials provided in this contract in accordance with the unit prices as set forth in Supplier's itemized quote for and based on the quantities actually delivered for the amount of One Dollar and Seventy-Nine cents (\$1.79) per gallon.

All payment obligations are subject to the appropriation and encumbrance of monies and shall be made in arrears unless specifically stated otherwise in this solicitation. Payment to the Supplier for the purchase under this contract shall be made upon completion and acceptance of the delivery. The Supplier shall submit a detailed invoice based on established contract price to City of Goshen for payment. Supplier is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) calendar days of the receipt of a detailed invoice, provided all invoiced items are received and/or satisfactory performance of the Supplier has been attained. Payment is deemed to be made on the date of mailing the check.

### **INDEPENDENT CONTRACTOR STATUS**

Supplier shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The 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 the Supplier or its agents, employees, or subcontractors of the Supplier.

### **NON-DISCRIMINATION**

The Supplier agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Supplier agrees the Supplier or any subcontractors, or any other person acting on behalf of the Supplier or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract 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 will be a material breach of the contract.

### **INDEMNIFICATION**

The Supplier agrees to indemnify, defend, and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorney's fees, and other expenses, caused by an act or omission of the Supplier and its agents, officers, and employees or resulting from or related to the Supplier's performance or failure to perform as specified in this contract.

### **FORCE MAJEURE**

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 such as natural disaster or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately, but shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. 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.

## **DEFAULT**

It shall be mutually agreed that if Supplier fails to perform the work, provide the goods, supplies and/or materials or comply with the provisions of this Contract and the Specification Documents, and Supplier is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Supplier of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Supplier shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Supplier expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Supplier, Supplier is liable to reimburse the City for such costs.

If Supplier fails to provide the goods, supplies and/or materials or comply with the provisions of this Contract, then Supplier may be considered in default.

Supplier may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Contract.
- (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
- (4) Supplier 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 Supplier or any of Supplier's property.
- (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the goods, supplies and/or materials under the contract.
- (7) The contract or any right, monies or claims are assigned by Supplier without the consent of the City.

## **TERMINATION**

The parties may terminate this contract under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Supplier shall be paid for all goods, supplies and/or materials provided and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Supplier. In such event, the City may issue a written notice of default and provide a period of time in which Supplier 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 goods, supplies and/or materials in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred.

(3) 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 contract.

### **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT**

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

### **AMENDMENTS**

It is mutually understood and agreed that no alteration or variation of the terms in this contract including the scope of purchase, provision of the purchase and compensation, and that no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties and approved by Board of Public Works and Safety. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

### **WAIVER OF RIGHTS**

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

### **NOTICES**

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this contract. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

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

Address for notices to Supplier:

Rowell Chemical Corporation  
Attention: Dawn Drass  
15 Salt Creek Lane, Suite 205  
Hinsdale, IL 60521

### **APPLICABLE LAWS**

The Supplier 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.

### **MISCELLANEOUS**

Any provision of this contract 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 contract.

In the event of a conflict between these contract documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special



conditions included with this Contract which varies from these General Terms and Conditions shall have precedence.

This contract 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.

In the event legal action is brought to enforce or interpret the terms and conditions of this contract, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party including reasonable attorney's fees.

**CONTRACTING WITH RELATIVES**

Pursuant to IC 36-1-21, Supplier who is an individual who is a relative of an elected official of the City of Goshen or a business entity that is wholly or partially owned by a relative of an elected official of the City of Goshen hereby certifies that they have notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract.

**SEVERABILITY**

In the event that any provision of the contract 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 contract shall not affect the validity or enforceability of any other provision of the contract.

**AUTHORITY TO BIND SUPPLIER**

Notwithstanding anything in the contract to the contrary, the signatory for the company/business represents that he or she has been duly authorized to execute contracts on behalf of the company/business and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance

**BINDING EFFECT**

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

**ENTIRE AGREEMENT**

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

In witness whereof, the parties have executed this Agreement as set forth below.

**City of Goshen**  
**Board of Public Works and Safety**

**Rowell Chemical Corporation**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Dawn Drass, Acting Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## REQUEST FOR QUOTE

### PURCHASE OF SODIUM HYPOCHLORITE

**REQUESTED BY:** Brandy L. Toms (Requestor)  
Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, IN 46528  
Phone: 574-537-3816  
Fax: 574-533-8626  
Email: brandytoms@goshencity.com

**YOUR RESPONSE MUST BE RETURNED TO THE ABOVE BY: March 7, 2024 at 5:00 p.m. (EST)**

#### GENERAL INFORMATION

The City of Goshen is planning to purchase Sodium Hypochlorite for the Wastewater Treatment Plant and would like to invite your business to submit a quote. The information below is provided to assist you in completing this request. Please note that these instructions may not contain all applicable requirements. Careful reading of the entire request is imperative. Failure to follow these instructions or those printed throughout this solicitation package could lead to rejection of your proposal. In addition to cost, proposals received will be evaluated based on whether the Supplier is responsible, and if the Supplier's proposal is responsive.

1. Your response to this solicitation is an offer to contract with the City of Goshen.
2. Type or print legibly in black or blue ink all requested information, including prices and extensions, as well as complete and accurate Supplier information.
3. If you are not willing to accept a split award (partial order), if applicable, your response must include the statement, "Bidding all or none."
4. Do not add any contractual or payment terms and conditions. The terms and conditions of the award will be those listed in this solicitation package and the resulting Purchase Order only if your business is awarded a contract.
5. Your proposal must be manually signed by the person(s) legally authorized to bind the Supplier to a contract.
6. Email, mail or fax your response to the Requestor listed above. If emailed, the subject line should include the Solicitation Number and Title.
7. Your response must be received by the requested date and time listed above.
8. If you have questions regarding this request, contact the Requestor listed above.
9. You will be notified if your quote is recommended for an award.

The following general terms and conditions will be part of the contract if your business's proposal is accepted by City. For the purposes of this solicitation and proposed contract, the term "Supplier" refers to the person or other legal entity that is awarded and enters into a contract with the City of Goshen for the equipment, goods, or materials ("supplies") specified.

**GENERAL TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT:** This Contract contains the complete and final Contract between City and Supplier and no other agreement in any way modifying these terms and conditions shall be binding unless made in writing and signed by both City and Supplier.
2. **PRICING:** Unit price must be entered and extended, and the total price of the solicitation must be shown. If there is an error between the unit price and total price, the unit price shall prevail. Prices listed for each line item are firm and cannot be changed. Any revision in price may be rejected at the discretion of City, and may result in cancellation of the Purchase Order without recourse on the part of the awarded Supplier.
3. **ESTIMATED QUANTITIES:** The quantities for each line item stated on the proposal form are estimates only. The estimated quantities for a line item in which unit prices are requested are based on the best information available, however, such estimates are not guaranteed and are solely for the purpose of comparing proposals and determining the lowest cost. The actual quantity necessary may be more or less than the estimated quantities, but City will neither be obligated nor limited to purchase a specific amount.
4. **TAXES:** Prices listed and amounts billed to City shall not include any tax for which City is exempt. City will furnish a tax-exempt certificate, if requested by Supplier. City will not be responsible for any taxes levied on Supplier as a result of this Contract.
5. **F.O.B. DESTINATION:** Prices listed shall be on the basis of FOB Destination where shipping and handling charges are prepaid and allowed to City's facility. No additional freight shall be charged to City.
6. **PAYMENTS:** All payments shall be made in arrears. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as specifically permitted by this solicitation. Payment for the goods delivered shall be made within forty-five (45) days of City's receipt of a detailed invoice from Supplier. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check. Supplier is required to have a current W-9 form on file with City before the Goshen Clerk-Treasurer's Office will issue payment.
7. **DELIVERY:** Delivery must be made at time agreed upon. If any indicated or actual delays arise, City must be notified immediately, in writing, with the cause for such delay stated. If supplies are not delivered within the time specified in the specifications and on the Purchase Order, or within a reasonable time not exceeding thirty (30) days after receipt of a Purchase Order if no time is specified, City may refuse to accept such supplies, and this Contract may be cancelled. Each package shall be properly packed for shipment and be numbered and labeled with City's Purchase Order number, and shall contain an itemized packing slip.
8. **RISK OF LOSS:** Supplier shall be liable for all risk of loss for the supplies until delivered to and accepted by City.
9. **QUANTITY:** Supplies shipped in excess of quantity designated in the Purchase Order may be returned at Supplier's expense.
10. **COMPLIANCE WITH SPECIFICATIONS:** The supplies shall conform strictly to the specifications, drawings, or samples specified or furnished in connection with the solicitation, all of which are incorporated herein. Supplier warrants all supplies delivered to be new and free from defects of material or workmanship. This warranty shall survive any inspection, delivery, acceptance, or payment by City for the Supplies. Inspections shall be on City's premises unless otherwise specified. City shall have the right to reject and return at Supplier's expense, or to require at Supplier's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of the specifications and Purchase Order.
11. **WARRANTY:** Supplier shall warrant all supplies furnished under this Contract to be free of defects, and to conform to the requirements of the specifications. This warranty period shall be as specified in the specifications, or if no warranty period is specified, the warranty period shall be at least ninety (90) days, or the manufacturer's standard warranty, whichever is longer, commencing upon delivery and acceptance of the Supplies by City. Under this warranty, Supplier agrees to correct, repair or replace without delay and at Supplier's expense, the supplies which are defective or do not conform to the requirements of the specifications provided that such correction, repair



**SOLICITATION QUOTE  
PURCHASE OF SODIUM HYPOCHLORITE**

or replacement is not required because of accident, neglect, misuse, or force majeure event. Prior to the expiration of the warranty period, whenever supplies are shipped for a correction, repair or replacement purpose, Supplier shall bear all cost of such shipment including, but not limited to, cost of packing, shipping, transportation, and insurance. All replacements shall be covered by a new, equivalent warranty.

12. **INTELLECTUAL PROPERTY DEFENSE:** Supplier shall, at Supplier's own expense, defend, indemnify and hold harmless City with respect to any claims that the supplies furnished under this Contract violate any third-party intellectual property rights including, but not limited to, patents, copyrights, trademarks and trade secrets.

13. **DEFAULT:** If Supplier fails to deliver the supplies listed on the Purchase Order, or otherwise comply with the provisions of this Contract, then Supplier may be considered in default. In such event, 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 Supplier 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 supplies in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred.

Supplier may also be considered in default by the City if any of the following occur: (1) there is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Contract; (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors; (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract; (4) Supplier 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 Supplier or any of Supplier's property; (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to complete the Contract; or (7) this Contract or any right, monies or claims are assigned by Supplier without the consent of the City.

14. **TERMINATION FOR CONVENIENCE:**

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

15. **INSURANCE:** If this Contract provides for work to be performed by Supplier for City, Supplier shall be responsible for providing all necessary unemployment and workers' compensation insurance for Supplier's employees and liability and property/casualty insurance, as required by City. Upon request, Supplier shall furnish a certificate of insurance showing coverage acceptable to City.

16. **INDEPENDENT CONTRACTOR:** Supplier shall operate as a separate entity and independent Supplier of the City of Goshen. As such, Supplier understands that City will not carry worker's compensation or any other insurance on Supplier and/or Supplier's employees, agents or subcontractors. Supplier is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. Any employees, agents or subcontractors of Supplier shall be under the sole and exclusive direction and control of Supplier and shall not be considered employees, agents or subcontractors of City. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

17. **NONDISCRIMINATION:** Pursuant to Indiana Code § 22-9-1-10 and Civil Rights Act of 1964, Supplier and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be

**SOLICITATION QUOTE  
PURCHASE OF SODIUM HYPOCHLORITE**

employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

18. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT:** Supplier shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Supplier to subcontract or assign any portion of the Contract shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.

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

20. **WAIVER OF RIGHTS:** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

21. **COMPLIANCE WITH LAWS:** Supplier agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included in this Contract are incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Contract shall be reviewed by City and Supplier to determine whether the provisions of this Contract require formal modification.

22. **CONFLICTS:** 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. Any special conditions included with this solicitation which varies from these General Terms and Conditions shall have precedence.

23. **GOVERNING LAWS:** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

24. **SEVERABILITY:** In the event that any provision of the Contract 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 Contract shall not affect the validity or enforceability of any other provision of the Contract.

25. **BINDING EFFECT:** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.

26. **AUTHORITY TO BIND:** The signatory for Supplier represents that he/she has been duly authorized to execute agreements on behalf of Supplier and has obtained all necessary or applicable approval from Supplier to make this Contract fully binding upon Supplier when his/her signature is affixed and accepted by City.



**DETAILED SPECIFICATIONS**

1. **OPEN COMPETITION:** The intent of these specifications is to provide a foundation for competitive bidding of comparable supplies. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Unless otherwise stated, alternate supplies will be evaluated and may be acceptable as long as the alternate supplies can be verified as equal or better than specified as determined by City. Suppliers with alternate supplies shall submit detailed specifications/detailed literature with their proposal.

2. **EXCEPTIONS:** A proposal shall clearly detail in writing any deviation from or exception taken to the stated specifications. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms and conditions of the specifications, and the Supplier shall be held liable for strict compliance.

3. **SUPPLIES MANUFACTURED IN UNITED STATES; STEEL PRODUCTS:**

In accordance with Indiana Code § 5-22-15-21, the supplies being offered shall be manufactured in the United States. Supplies will be considered “manufactured in the United States” if the cost of the products components mined, produced, or manufactured in the United States exceed fifty percent (50%) of the products proposed purchase price.

In accordance with Indiana Code § 5-22-15-25, if any steel products are used in the manufacture of the supplies, the steel products must be manufactured in the United States. “Steel products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed by a combination of two (2) or more such operations, by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process.

4. **DELIVERY:** Supplier shall deliver goods to City within five (5) calendar days from receipt of the Purchase Order from City.

All deliveries shall be made Monday through Friday during normal business hours (excluding City designated holidays) unless other prior arrangements are made with City.

Delivery shall be FOB destination to: Goshen Wastewater Treatment Plant  
1000 W. Wilden Avenue  
Goshen, IN 46528  
Contact: Jim Kerezman  
Phone: (574) 534-4003

5. **DETAILED SPECIFICATIONS:** See following page.

6. **TERM OF CONTRACT:**

- A. The contract shall become effective upon the City’s acceptance of a responding Supplier’s quote and placement of the first order.
- B. The initial term of the contract shall be from date of first order through December 31, 2024.

**SPECIFICATIONS FOR SODIUM HYPOCHLORITE**

Offers will be received for the purchase approximately 40,500 gallons of the Sodium Hypochlorite throughout the remainder of the 2024 calendar year for the City of Goshen Water Department and Wastewater Treatment Plant. Additionally, offers will be received for the purchase of optional alternatives to Sodium Hypochlorite. The optional alternative chemical shall have no mercury content or a reduced amount of mercury content.

The City of Goshen reserves the right to select any, all or none of the items and/or award contracts to one or more Suppliers.

Offers are being requested based on a price per unit which shall include all associated costs, including but not limited to packaging and delivery costs. Prices are to be expressed as a decimal. *For example, if the price is fifty-nine and three-quarter cents per pound, the price should be expressed as \$.5975.*

The quality of the Sodium Hypochlorite shall be based on the standard of the industry for which the chemical is intended to be used (sewage and water treatment). Supplier may claim that price increases may be unavoidable with the current economic situation. If Supplier makes a claim for increased pricing during the term of the agreement, the City must be notified, in writing, no less than 90 days prior to the effective date of such increase. All orders placed prior to the effective date of the increase shall be invoiced at the lower price.

Chemicals will be ordered on an as needed basis. Suppliers shall provide with their offer an email or fax number where the order may be sent for processing. The City will strive to order the Sodium Hypochlorite in as far advance as possible and/or deliveries to be at regularly scheduled intervals as agreed to by the City and the Supplier. The City reserves the right to purchase any amount of Sodium Hypochlorite, as needed. There shall be no deposits charged on packaging. The City of Goshen will empty contents and return packaging to the Supplier no later than the following delivery date.

**The chemicals subject to this solicitation is as follows:**

**Item #1 Sodium Hypochlorite - 12.5% (Bleach)**

- The City's estimated quantity required is approximately 40,500 gallons
- Deliveries shall be made within three (3) days of receipt of order Monday through Friday to WWTP facility 1000 W. Wilden, Goshen, IN 46528.
- Minimum total delivery shall be four thousand (4,000) gallons
- Supplier shall quote the price per gallon.

**Item #1-A Sodium Hypochlorite - 12.5% (Bleach)- Mercury Free or Reduced (Optional)**

- The City's estimated quantity required is approximately 40,500 gallons
- Deliveries shall be made within three (3) days of receipt of order Monday through Friday to WWTP facility 1000 W. Wilden, Goshen, IN 46528.
- Minimum total delivery shall be four thousand (4,000) gallons
- Supplier shall quote the price per gallon.
- A copy of the analytical 1631 mercury test result shall accompany quote.

**SOLICITATION QUOTE  
PURCHASE OF SODIUM HYPOCHLORITE**

**SUPPLIER'S PROPOSAL  
PART 1 - SUPPLIER INFORMATION**

Supplier Name: Rowell Chemical  
 Street Address: 15 Salt Creek Lane Suite 205  
 City: Hinsdale State: IL Zip Code: 60521  
 Mailing Address (if different): \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Contact Person: Dawn Drass Title: \_\_\_\_\_  
 Telephone Number: 708-567-7154 Fax Number: 630-920-8994 Email: ddrass@rowellchemical.com

**PART 2 - PROPOSAL**

Supplier proposes to furnish the following Supplies in accordance with the specifications:

ITEM NO.	CHEMICAL DESCRIPTION		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Sodium Hypochlorite - 12.5% (Bleach)		40,500 gal.	1.79	72495
OPTIONAL	MERCURY FREE OR REDUCED	MERCURY CONTENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1-A.	Sodium Hypochlorite - 12.5% (Bleach.)		40,500 gal.	1.79	72495

**PART 3 - EXCEPTIONS**

Supplier shall clearly detail in writing any deviation from or exception taken to the stated specifications. Alternate supplies will be evaluated and may be acceptable as long as the alternate supplies can be verified as equal or better than specified as determined by City. Suppliers with alternate supplies shall submit detailed specifications/detailed literature with their proposal. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with the stated specifications, and the Supplier shall be held liable for strict compliance.

**NO**, this proposal does not contain any deviation from or exception taken to the stated specifications, and this proposal shall be accepted as in strict compliance with the stated specifications.

**YES**, this proposal does contain deviation from or exception taken to the stated specification which is/are detailed more fully below (attach additional pages if needed):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**PART 4 – BUSINESS CERTIFICATION**

Supplier must identify the form of business organization the Supplier is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible and a contract awarded may be cancelled. This requirement DOES NOT apply to a sole proprietorship or general partnership.

The Supplier is operating as a (check one):

- Supplier is a SOLE PROPRIETORSHIP
- Supplier is a LIMITED LIABILITY PARTNERSHIP
- Supplier is a GENERAL PARTNERSHIP
- Supplier is a LIMITED LIABILITY COMPANY
- Supplier is a LIMITED PARTNERSHIP
- Supplier is a CORPORATION

The Supplier, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

State of IL and is currently registered with the Indiana Secretary of State. The Business ID number for the Supplier is 36-3089341.

State of \_\_\_\_\_ but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Supplier agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 302 W. Washington Street, Room E018, Indianapolis, IN 46204; (317) 234-9768; or <https://inbiz.in.gov/BOS/Home/Index>.

**PART 5 – NEPOTISM DISCLOSURE**

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

Supplier **IS NOT** a relative of a City of Goshen elected official.

Supplier **IS** a relative of a City of Goshen elected official. This includes an individual who 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. Please specify the relative(s) below:

Name of elected official: N/A

Relationship to Supplier: \_\_\_\_\_

**SOLICITATION QUOTE  
PURCHASE OF SODIUM HYPOCHLORITE**

**PART 6 – NO INVESTMENT ACTIVITIES IN IRAN**

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

Providing false certification may result in the consequences listed in Indiana Code § 5-22-16.5-14, including considering the Supplier as not responsible, termination of the contract if awarded, as well as bringing civil action against the Supplier.

**PART 7 – NON-COLLUSION CERTIFICATION**

Pursuant to Indiana Code § 5-22-16-6, by submitting a proposal, the Supplier certifies under the penalties for perjury, that: (1) the Supplier has not entered into a combination or agreement (A) relative to the price to be offered by a person; (B) to prevent a person from making an offer; or (C) to induce a person to refrain from making an offer; and (2) the Supplier’s offer is made without reference to any other offer.

**PART 8 – SIGNATURE**

The undersigned certifies that if awarded a contract, Supplier will provide the Supplies to the City of Goshen in accordance with the general terms and conditions, specifications, and any other documents made part of this solicitation.

The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Supplier. Signature by the Supplier’s authorized representative constitutes execution of each any every Part of this Proposal.

**SIGNATURE MUST BE NOTARIZED**

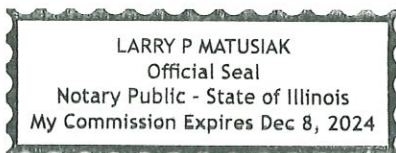
Supplier’s Authorized Representative: Rowell Chemical

Signature: [Handwritten Signature] Title: Acting Secretary  
Printed: Dawn Drass Date: 2/28/24

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF DUPAGE )

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named Dawn Drass, being known to me or whose identity has been authenticated by me, who affirmed that the statements in the foregoing Supplier’s Proposal are true and correct.

Witness my hand and Notarial Seal this 28th day of FEBRUARY, 2024.



[Handwritten Signature]  
Printed Name: LARRY P MATUSIAK  
Notary Public of ILLINOIS County, DUPAGE  
My Commission Expires: 12-08-2024  
Commission Number: \_\_\_\_\_



## ROWELL Chemical Corporation

15 Salt Creek Lane Suite 205 Hinsdale, Illinois 60521 630/920-8833 Fax: 630/920-8994

Dawn Drass, is the acting secretary of Rowell Chemical Corporation at the Hinsdale office location and is permitted to sign bid documents, when necessary.

As such, this is a corporate resolution authorizing her to sign in my place such bid documents.

Should you have any questions, I can be reached at 630-920-8833.

Sincerely,

Sean Poole  
Secretary of Rowell Chemical Corporation



# NSF International

789 N. Dixboro Road, Ann Arbor, MI 48105 USA

RECOGNIZES

## Rowell Chemical Corporation

Facility: Willow Springs, IL

AS COMPLYING WITH NSF/ANSI 60 AND ALL APPLICABLE REQUIREMENTS.  
PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE  
AUTHORIZED TO BEAR THE NSF MARK.



ANSI Accredited Program  
PRODUCT CERTIFICATION  
#2116  
Certification Program  
Accredited by the  
American National  
Standards Institute



Certification Program  
Accredited by the  
Standards Council  
of Canada

This certificate is the property of NSF International and must be returned upon request. This certificate remains valid as long as this client has products in Listing for the referenced standards. For the most current and complete Listing information, please access NSF's website ([www.nsf.org](http://www.nsf.org)).

A handwritten signature in black ink, reading "Theresa Bellish".

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December 21, 2015  
Certificate# C0248410 - 01

Theresa Bellish  
General Manager, Water Systems



# Safety Data Sheet

## Section 1 - Product and Company Identification

Product Name: HYPO 150 Product Code: Hypo15C-RC

Rowell Chemical Corporation  
15 Salt Creek Lane - Suite 205  
Hinsdale, IL 60521  
(630) 920-8833  
info@rowellchemical.com

Telephone Numbers  
During normal business hours call: (630) 920-8833  
Transportation Emergency Call Chemtrec: (800) 424-9300

Product Use: It is a violation of Federal law to use this product in a manner inconsistent with its labeling.  
Not recommended for: Household use.

## Section 2 - Hazards Identification

### GHS Ratings:

Corrosive to metals	1	Corrosive to metals
Skin corrosive	1B	Destruction of dermal tissue: Exposure < 1 hour Observation < 14 days, visible necrosis in at least one animal
Eye corrosive	1	Serious eye damage: Irreversible damage 21 days after exposure, Draize score: Corneal opacity $\geq 3$ , Iritis > 1.5
Organ toxin single exposure	3	Transient target organ effects- Narcotic effects- Respiratory tract irritation
Aquatic toxicity	C2	Acute toxicity > 1.00 but $\leq 10.0$ mg/l and lack of rapid degradability and log Kow $\geq 4$ unless BCF < 500 and unless chronic toxicity > 1 mg/l

### GHS Hazards

H290	May be corrosive to metals
H314	Causes severe skin burns and eye damage
H318	Causes serious eye damage
H335	May cause respiratory irritation
H336	May cause drowsiness or dizziness
H411	Toxic to aquatic life with long lasting effects

### GHS Precautions

P234	Keep only in original container
P260	Do not breathe dust/fume/gas/mist/vapors/spray
P261	Avoid breathing dust/fume/gas/mist/vapors/spray
P264	Wash hands thoroughly after handling
P271	Use only outdoors or in a well-ventilated area
P273	Avoid release to the environment
P280	Wear protective gloves/protective clothing/eye protection/face protection
P310	Immediately call a POISON CENTER or doctor/physician
P312	Call a POISON CENTER or doctor/physician if you feel unwell
P321	Specific treatment: (see Section 4 of the SDS or the First Aid section of the label)
P363	Wash contaminated clothing before reuse
P390	Absorb spillage to prevent material damage.
P391	Collect spillage
P301+P330+P331	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting
P303+P361+P353	IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower

P304+P340 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing

P305+P351+P338 IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - continue rinsing

P405 Store locked up

P406 Store in a corrosive resistant/... container with a resistant inner liner

P403+P233 Store in a well ventilated place. Keep container tightly closed

P501 Dispose of contents/container to appropriate waste site or reclaimer in accordance with local and national regulations

**Signal Word: Danger**



**Section 3 - Composition**

Chemical Name	CAS number	Weight Concentration %
Sodium hypochlorite	7681-52-9	12.50%

**Section 4 - First Aid Measures**

**Inhalation:**

Remove from further exposure. For those providing assistance, avoid exposure to yourself. Use adequate respiratory protection. If respiratory irritation, dizziness, nausea, or unconsciousness occurs, seek immediate medical assistance. If breathing has stopped, a trained individual should attempt to resuscitate while getting immediate medical aid.

**Eye Contact:**

Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing for 15 minutes.

**Skin Contact:**

In case of skin contact, remove contaminated clothing. Flush the skin with large amounts of water, then wash the skin with soap and water.

**Ingestion:**

If conscious, give 2 to 3 glasses of water. Do not induce vomiting and seek medical attention immediately.

**Notes to Physician:**

No data found.

**Section 5 - Fire Fighting Measures**

Flash Point: N/A

LEL:

UEL:

**Flammable Limits:**

Flash Point: No data available.

**Extinguishing Media:**

Use extinguishing agent suitable for type of surrounding fire.

**Unusual Fire or Explosion Hazards:**

No data available.

**Hazardous Combustion Products:**

See Section 10 for a list of hazardous decomposition products for this mixture.

**Fire Fighting:**

If evacuation of personnel is necessary, evacuate to an upwind area. Decontaminate personnel and equipment with a water wash-down after fire and smoke exposure.

**Fire Fighting:**

Fire fighters should wear complete protective clothing including self-contained breathing apparatus.

## Section 6 - Accidental Release Measures

Isolate the area and contain the spilled material. Persons not wearing the appropriate PPE should be removed from the area until the spill is cleaned up. Stop leak if you can do it without risk, stay upwind, and avoid run off to waterways and sewers.

**SMALL SPILLS:** Prevent entry into waterways, sewers, basements or confined areas. Use a non-combustible material like vermiculite or sand to soak up the product and place into a container for later disposal.

**LARGE SPILLS:** Prevent entry into waterways, sewers, basements or confined areas. Dike to collect large liquid spills, collect leaking liquid in sealable compatible containers.

Neutralize with Sodium Bisulfite or Ferrous Salt solution to destroy the Sodium Hypochlorite.

Cautiously neutralize remainder. Then wash away with plenty of water.

## Section 7 - Handling and Storage

### Handling Precautions:

Wear all appropriate Personal Protective Equipment (PPE). Wear respiratory protection or ensure adequate ventilation at all times as vapors can accumulate in confined or poorly ventilated areas. Use the product in a manner which minimizes splashes and/or the creation of dust. Keep containment closed when not in use. Do not handle or store material near heat, sparks, or open flames, or other sources of ignition.

### Storage:

Prevent from freezing. Store at room temperatures, i.e., 40 to 95 F (4 to 35 C)

### Regulatory Requirements:

No data found

## Section 8 - Exposure Control and Personal Protection

Chemical Name / CAS No.	OSHA Exposure Limits	ACGIH Exposure Limits	Other Exposure Limits
Sodium hypochlorite 7681-52-9	Not Established	Not Established	Not Established

### Engineering controls:

Avoid contact with skin, eyes and clothing. Wash hands before breaks and immediately after handling the product. Ensure that eyewash stations and safety showers are close to the workstation location.

### Ventilation Control:

Provide adequate ventilation to control airborne concentration below the exposure guidelines/limits.

### Administrative controls:

No data found.

### Personal Protection:

As prescribed in the OSHA Standard for Personal Protective Equipment (29 CFR 1910.132), employers must perform a hazard Assessment of all workplaces to determine the need for proper protective equipment for each employee.

### Eye Protection:

Normal industrial eye protection practices should be employed.

### Skin Protection:

In accordance with good industrial hygiene practices, precautions should be taken to avoid skin contact.

### Respiratory:

If airborne concentration limits are not met, an approved respirator must be worn.

### Contaminated Equipment:

Dispose of the waste in compliance with federal, state, regional, and local regulations.

## Section 9 - Physical and Chemical Properties

<b>Partition coefficient (n- Not Determined octanol/water):</b>	<b>Autoignition temperature: N/A</b>
<b>Decomposition temperature: Not Determined</b>	<b>Viscosity: 2.15 @ 23C for 12.5% NaOCl by wt</b>
<b>Density: 1.23</b>	<b>Melting point: -11F (-24C)</b>



<p><b>Freezing point:</b> -11F (-24C)</p> <p><b>Boiling range:</b> 219F (104C) for 12.5% NaOCl by wt.</p> <p><b>Evaporation rate:</b> Not Determined</p> <p><b>Appearance</b> Clear Yellow Liquid</p> <p><b>Physical State</b> Liquid</p> <p><b>Odor threshold:</b> 0.9 mg/m<sup>3</sup></p> <p><b>pH:</b> Strong Base &gt;12</p>	<p><b>Solubility:</b> Complete</p> <p><b>Flash point:</b> N/A</p> <p><b>Flammability:</b> Not Determined</p> <p><b>Odor</b> Chlorine</p> <p><b>Vapor Pressure:</b> 12 mm Hg (12.5% solution)</p> <p><b>Vapor Density:</b> Not Determined</p> <p><b>Explosive Limits:</b> N/A</p>
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## Section 10 - Stability and Reactivity

### Stability:

STABLE

### Incompatibilities:

Avoid contact with strong acids, releases Chlorine gas.

### Hazardous Decomposition Products:

Note: these are all possible decomposition products based on molecular structure of components.

Hydrogen Chloride, Chlorine, or Oxides of Chlorine

Hazardous polymerization will not occur.

## Section 11 - Toxicological Information

### Mixture Toxicity

### Component Toxicity

### Routes of entry:

No data found.

### Target Organs:

No data found.

### Effects of Overexposure

### CAS Number

None

### Description

### % Weight

### Carcinogen Rating

No data found.

## Section 12 - Ecological Information

### Ecotoxicity:

No data available for this product.

### Component Ecotoxicity

Sodium hypochlorite

96 Hr LC50 Pimephales promelas: 0.06 - 0.11 mg/L [flow-through]; 96 Hr LC50 Pimephales promelas: 4.5 - 7.6 mg/L [static]; 96 Hr LC50 Lepomis macrochirus: 0.4 - 0.8 mg/L [static]; 96 Hr LC50 Lepomis macrochirus: 0.28 - 1 mg/L [flow-through]; 96 Hr LC50 Oncorhynchus mykiss: 0.05 - 0.771 mg/L [flow-through]; 96 Hr LC50 Oncorhynchus mykiss: 0.03 - <0.19 mg/L [semi-static]; 96 Hr LC50 Oncorhynchus mykiss: 0.18 - 0.22 mg/L [static]  
48 Hr EC50 Daphnia magna: 0.033 - 0.044 mg/L [Static]



## Section 13 - Disposal

### Disposal Instructions:

Refer to the latest federal, state, and local regulations regarding proper disposal.

## Section 14 - Transportation Information

The following is for US DOT Highway transportation. Other modes/jurisdictions may have different classifications.

<u>Agency</u>	<u>Proper Shipping Name</u>	<u>UN Number</u>	<u>Packing Group</u>	<u>Hazard Class</u>
US DOT	Hypochlorite Solutions	UN1791	III	8

## Section 15 - Regulatory Information

This listing is to highlight federal level regulation of the product. Individual states, and other nations may have further regulations not listed below.

US DOT List of Marine Pollutants (172.101 - Appendix B)

- None

US DOT List of Hazardous Substances and Reportable Quantities (172.101 Appendix A)

7681-52-9 Sodium hypochlorite 12.5 %

US DOT List of Severe Marine Pollutants (172.101 - Appendix B)

- None

SARA Section 302 Extremely Hazardous Substances (40 CFR 355):

- None

Sara Section 302 Threshold Planning Quantity.

- None

SARA Section 313, Toxic Chemicals (40 CFR 372.65):

- None

SARA Reportable Quantity.

7681-52-9 Sodium hypochlorite 12.5 %

### Country

### Regulation

### All Components Listed

#### **Toxic Substances Control Act (TSCA):**

All components are listed or exempt from the Toxic Substances Control Act except those listed below.

- None

#### **Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1985 (SARA):**

This product contains a chemical or chemicals which are subject to the reporting requirements of the Act, and Title 40 of the Code of Federal Regulations, part 372.

## Section 16 - Other Information

**Hazardous Material Information System (HMIS)**

**National Fire Protection Association (NFPA)**

HEALTH	3
FLAMMABILITY	0
PHYSICAL HAZARD	2
PERSONAL PROTECTION	D

**HMIS & NFPA Hazard Rating**

**Legend**

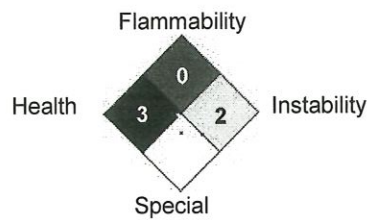
\* = Chronic Health Hazard

0 = INSIGNIFICANT

1 = SLIGHT

2 = MODERATE

3 = HIGH



The information contained herein is offered only as a guide to the handling of this specific material and has been prepared in good faith by technically knowledgeable personnel. It is not intended to be all-inclusive and the manner and conditions of use and handling may involve other and additional considerations. No warranty of any kind is given or implied and Rowell Chemical Corporation will not be liable for any damages, losses, injuries or consequential damages which may result from the use or reliance on any information contained herein.

Date Prepared: 11/14/2023

Reviewer Revision  
2.0



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

February 21, 2024

*Via email to [bids@alexchem.com](mailto:bids@alexchem.com)*

Alexander Chemical Corp  
Attn: Bids  
315 Fifty Street  
Peru, IL 61354

RE: Request for Quote  
Purchase of Sodium Hypochlorite

The City of Goshen would like to invite your company to submit a quote for Sodium Hypochlorite. Enclosed with this letter is the solicitation package for this purchase, including the specifications for the materials, quantities needed, and the terms and conditions that will part of the purchase agreement should your business's proposal be accepted by the City.

If interested in submitting a quote to the City of Goshen, a proposal form is included for you to complete and return to this office by **Thursday, March 7, 2024**. Your proposal must be delivered to City of Goshen Legal Department, Attn: Brandy L. Toms, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528. For your convenience, you may email your proposal to [brandytoms@goshencity.com](mailto:brandytoms@goshencity.com).

I want to thank you and your company in advance for submitting a quote.

Respectfully,

*Brandy L. Toms*

Brandy L. Toms, Paralegal  
City of Goshen, Indiana

Enclosure

cc: Jim Kerezman



## REQUEST FOR QUOTE

### PURCHASE OF SODIUM HYPOCHLORITE

**REQUESTED BY:** Brandy L. Toms (Requestor)  
Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, IN 46528  
Phone: 574-537-3816  
Fax: 574-533-8626  
Email: brandytoms@goshencity.com

**YOUR RESPONSE MUST BE RETURNED TO THE ABOVE BY: March 7, 2024 at 5:00 p.m. (EST)**

#### GENERAL INFORMATION

The City of Goshen is planning to purchase Sodium Hypochlorite for the Wastewater Treatment Plant and would like to invite your business to submit a quote. The information below is provided to assist you in completing this request. Please note that these instructions may not contain all applicable requirements. Careful reading of the entire request is imperative. Failure to follow these instructions or those printed throughout this solicitation package could lead to rejection of your proposal. In addition to cost, proposals received will be evaluated based on whether the Supplier is responsible, and if the Supplier's proposal is responsive.

1. Your response to this solicitation is an offer to contract with the City of Goshen.
2. Type or print legibly in black or blue ink all requested information, including prices and extensions, as well as complete and accurate Supplier information.
3. If you are not willing to accept a split award (partial order), if applicable, your response must include the statement, "Bidding all or none."
4. Do not add any contractual or payment terms and conditions. The terms and conditions of the award will be those listed in this solicitation package and the resulting Purchase Order only if your business is awarded a contract.
5. Your proposal must be manually signed by the person(s) legally authorized to bind the Supplier to a contract.
6. Email, mail or fax your response to the Requestor listed above. If emailed, the subject line should include the Solicitation Number and Title.
7. Your response must be received by the requested date and time listed above.
8. If you have questions regarding this request, contact the Requestor listed above.
9. You will be notified if your quote is recommended for an award.

The following general terms and conditions will be part of the contract if your business's proposal is accepted by City. For the purposes of this solicitation and proposed contract, the term "Supplier" refers to the person or other legal entity that is awarded and enters into a contract with the City of Goshen for the equipment, goods, or materials ("supplies") specified.

**GENERAL TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT:** This Contract contains the complete and final Contract between City and Supplier and no other agreement in any way modifying these terms and conditions shall be binding unless made in writing and signed by both City and Supplier.
2. **PRICING:** Unit price must be entered and extended, and the total price of the solicitation must be shown. If there is an error between the unit price and total price, the unit price shall prevail. Prices listed for each line item are firm and cannot be changed. Any revision in price may be rejected at the discretion of City, and may result in cancellation of the Purchase Order without recourse on the part of the awarded Supplier.
3. **ESTIMATED QUANTITIES:** The quantities for each line item stated on the proposal form are estimates only. The estimated quantities for a line item in which unit prices are requested are based on the best information available, however, such estimates are not guaranteed and are solely for the purpose of comparing proposals and determining the lowest cost. The actual quantity necessary may be more or less than the estimated quantities, but City will neither be obligated nor limited to purchase a specific amount.
4. **TAXES:** Prices listed and amounts billed to City shall not include any tax for which City is exempt. City will furnish a tax-exempt certificate, if requested by Supplier. City will not be responsible for any taxes levied on Supplier as a result of this Contract.
5. **F.O.B. DESTINATION:** Prices listed shall be on the basis of FOB Destination where shipping and handling charges are prepaid and allowed to City's facility. No additional freight shall be charged to City.
6. **PAYMENTS:** All payments shall be made in arrears. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as specifically permitted by this solicitation. Payment for the goods delivered shall be made within forty-five (45) days of City's receipt of a detailed invoice from Supplier. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check. Supplier is required to have a current W-9 form on file with City before the Goshen Clerk-Treasurer's Office will issue payment.
7. **DELIVERY:** Delivery must be made at time agreed upon. If any indicated or actual delays arise, City must be notified immediately, in writing, with the cause for such delay stated. If supplies are not delivered within the time specified in the specifications and on the Purchase Order, or within a reasonable time not exceeding thirty (30) days after receipt of a Purchase Order if no time is specified, City may refuse to accept such supplies, and this Contract may be cancelled. Each package shall be properly packed for shipment and be numbered and labeled with City's Purchase Order number, and shall contain an itemized packing slip.
8. **RISK OF LOSS:** Supplier shall be liable for all risk of loss for the supplies until delivered to and accepted by City.
9. **QUANTITY:** Supplies shipped in excess of quantity designated in the Purchase Order may be returned at Supplier's expense.
10. **COMPLIANCE WITH SPECIFICATIONS:** The supplies shall conform strictly to the specifications, drawings, or samples specified or furnished in connection with the solicitation, all of which are incorporated herein. Supplier warrants all supplies delivered to be new and free from defects of material or workmanship. This warranty shall survive any inspection, delivery, acceptance, or payment by City for the Supplies. Inspections shall be on City's premises unless otherwise specified. City shall have the right to reject and return at Supplier's expense, or to require at Supplier's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of the specifications and Purchase Order.
11. **WARRANTY:** Supplier shall warrant all supplies furnished under this Contract to be free of defects, and to conform to the requirements of the specifications. This warranty period shall be as specified in the specifications, or if no warranty period is specified, the warranty period shall be at least ninety (90) days, or the manufacturer's standard warranty, whichever is longer, commencing upon delivery and acceptance of the Supplies by City. Under this warranty, Supplier agrees to correct, repair or replace without delay and at Supplier's expense, the supplies which are defective or do not conform to the requirements of the specifications provided that such correction, repair

**SOLICITATION QUOTE  
PURCHASE OF SODIUM HYPOCHLORITE**

or replacement is not required because of accident, neglect, misuse, or force majeure event. Prior to the expiration of the warranty period, whenever supplies are shipped for a correction, repair or replacement purpose, Supplier shall bear all cost of such shipment including, but not limited to, cost of packing, shipping, transportation, and insurance. All replacements shall be covered by a new, equivalent warranty.

12. **INTELLECTUAL PROPERTY DEFENSE:** Supplier shall, at Supplier's own expense, defend, indemnify and hold harmless City with respect to any claims that the supplies furnished under this Contract violate any third-party intellectual property rights including, but not limited to, patents, copyrights, trademarks and trade secrets.

13. **DEFAULT:** If Supplier fails to deliver the supplies listed on the Purchase Order, or otherwise comply with the provisions of this Contract, then Supplier may be considered in default. In such event, 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 Supplier 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 supplies in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred.

Supplier may also be considered in default by the City if any of the following occur: (1) there is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Contract; (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors; (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract; (4) Supplier 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 Supplier or any of Supplier's property; (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to complete the Contract; or (7) this Contract or any right, monies or claims are assigned by Supplier without the consent of the City.

14. **TERMINATION FOR CONVENIENCE:**

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

15. **INSURANCE:** If this Contract provides for work to be performed by Supplier for City, Supplier shall be responsible for providing all necessary unemployment and workers' compensation insurance for Supplier's employees and liability and property/casualty insurance, as required by City. Upon request, Supplier shall furnish a certificate of insurance showing coverage acceptable to City.

16. **INDEPENDENT CONTRACTOR:** Supplier shall operate as a separate entity and independent Supplier of the City of Goshen. As such, Supplier understands that City will not carry worker's compensation or any other insurance on Supplier and/or Supplier's employees, agents or subcontractors. Supplier is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. Any employees, agents or subcontractors of Supplier shall be under the sole and exclusive direction and control of Supplier and shall not be considered employees, agents or subcontractors of City. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

17. **NONDISCRIMINATION:** Pursuant to Indiana Code § 22-9-1-10 and Civil Rights Act of 1964, Supplier and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be

**SOLICITATION QUOTE  
PURCHASE OF SODIUM HYPOCHLORITE**

employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

18. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT:** Supplier shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Supplier to subcontract or assign any portion of the Contract shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.

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

20. **WAIVER OF RIGHTS:** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

21. **COMPLIANCE WITH LAWS:** Supplier agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included in this Contract are incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Contract shall be reviewed by City and Supplier to determine whether the provisions of this Contract require formal modification.

22. **CONFLICTS:** 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. Any special conditions included with this solicitation which varies from these General Terms and Conditions shall have precedence.

23. **GOVERNING LAWS:** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

24. **SEVERABILITY:** In the event that any provision of the Contract 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 Contract shall not affect the validity or enforceability of any other provision of the Contract.

25. **BINDING EFFECT:** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.

26. **AUTHORITY TO BIND:** The signatory for Supplier represents that he/she has been duly authorized to execute agreements on behalf of Supplier and has obtained all necessary or applicable approval from Supplier to make this Contract fully binding upon Supplier when his/her signature is affixed and accepted by City.

**DETAILED SPECIFICATIONS**

1. **OPEN COMPETITION:** The intent of these specifications is to provide a foundation for competitive bidding of comparable supplies. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Unless otherwise stated, alternate supplies will be evaluated and may be acceptable as long as the alternate supplies can be verified as equal or better than specified as determined by City. Suppliers with alternate supplies shall submit detailed specifications/detailed literature with their proposal.

2. **EXCEPTIONS:** A proposal shall clearly detail in writing any deviation from or exception taken to the stated specifications. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms and conditions of the specifications, and the Supplier shall be held liable for strict compliance.

3. **SUPPLIES MANUFACTURED IN UNITED STATES; STEEL PRODUCTS:**

In accordance with Indiana Code § 5-22-15-21, the supplies being offered shall be manufactured in the United States. Supplies will be considered “manufactured in the United States” if the cost of the products components mined, produced, or manufactured in the United States exceed fifty percent (50%) of the products proposed purchase price.

In accordance with Indiana Code § 5-22-15-25, if any steel products are used in the manufacture of the supplies, the steel products must be manufactured in the United States. “Steel products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed by a combination of two (2) or more such operations, by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process.

4. **DELIVERY:** Supplier shall deliver goods to City within five (5) calendar days from receipt of the Purchase Order from City.

All deliveries shall be made Monday through Friday during normal business hours (excluding City designated holidays) unless other prior arrangements are made with City.

Delivery shall be FOB destination to: Goshen Wastewater Treatment Plant  
1000 W. Wilden Avenue  
Goshen, IN 46528  
Contact: Jim Kerezman  
Phone: (574) 534-4003

5. **DETAILED SPECIFICATIONS:** See following page.

6. **TERM OF CONTRACT:**

A. The contract shall become effective upon the City’s acceptance of a responding Supplier’s quote and placement of the first order.

B. The initial term of the contract shall be from date of first order through December 31, 2024.



**SPECIFICATIONS FOR SODIUM HYPOCHLORITE**

Offers will be received for the purchase approximately 40,500 gallons of the Sodium Hypochlorite throughout the remainder of the 2024 calendar year for the City of Goshen Water Department and Wastewater Treatment Plant. Additionally, offers will be received for the purchase of optional alternatives to Sodium Hypochlorite. The optional alternative chemical shall have no mercury content or a reduced amount of mercury content.

The City of Goshen reserves the right to select any, all or none of the items and/or award contracts to one or more Suppliers.

Offers are being requested based on a price per unit which shall include all associated costs, including but not limited to packaging and delivery costs. Prices are to be expressed as a decimal. *For example, if the price is fifty-nine and three-quarter cents per pound, the price should be expressed as \$.5975.*

The quality of the Sodium Hypochlorite shall be based on the standard of the industry for which the chemical is intended to be used (sewage and water treatment). Supplier may claim that price increases may be unavoidable with the current economic situation. If Supplier makes a claim for increased pricing during the term of the agreement, the City must be notified, in writing, no less than 90 days prior to the effective date of such increase. All orders placed prior to the effective date of the increase shall be invoiced at the lower price.

Chemicals will be ordered on an as needed basis. Suppliers shall provide with their offer an email or fax number where the order may be sent for processing. The City will strive to order the Sodium Hypochlorite in as far advance as possible and/or deliveries to be at regularly scheduled intervals as agreed to by the City and the Supplier. The City reserves the right to purchase any amount of Sodium Hypochlorite, as needed. There shall be no deposits charged on packaging. The City of Goshen will empty contents and return packaging to the Supplier no later than the following delivery date.

**The chemicals subject to this solicitation is as follows:**

**Item #1 Sodium Hypochlorite - 12.5% (Bleach)**

- The City's estimated quantity required is approximately 40,500 gallons
- Deliveries shall be made within three (3) days of receipt of order Monday through Friday to WWTP facility 1000 W. Wilden, Goshen, IN 46528.
- Minimum total delivery shall be four thousand (4,000) gallons
- Supplier shall quote the price per gallon.

**Item #1-A Sodium Hypochlorite - 12.5% (Bleach)- Mercury Free or Reduced (Optional)**

- The City's estimated quantity required is approximately 40,500 gallons
- Deliveries shall be made within three (3) days of receipt of order Monday through Friday to WWTP facility 1000 W. Wilden, Goshen, IN 46528.
- Minimum total delivery shall be four thousand (4,000) gallons
- Supplier shall quote the price per gallon.
- A copy of the analytical 1631 mercury test result shall accompany quote.

**SOLICITATION QUOTE  
PURCHASE OF SODIUM HYPOCHLORITE**

**SUPPLIER'S PROPOSAL  
PART 1 – SUPPLIER INFORMATION**

Supplier Name: Alexander Chemical Corporation  
 Street Address: 7593 S. First Road  
 City: LaPorte State: IN Zip Code: 46350  
 Mailing Address (if different): \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Contact Person: Mitch Wilkins Title: Sales Representative  
(800) 348-8827 or  
 Telephone Number: (219) 393-5558 Fax Number: (219) 393-0402 Email: Mitch.Wilkins@alexchem.com  
or bids@alexchem.com

**PART 2 – PROPOSAL**

Supplier proposes to furnish the following Supplies in accordance with the specifications:

ITEM NO.	CHEMICAL DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	
1.	Sodium Hypochlorite - 12.5% (Bleach)	40,500 gal.	\$1.81	\$73,305.00	
OPTIONAL	MERCURY FREE OR REDUCED	MERCURY CONTENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1-A.	Sodium Hypochlorite - 12.5% (Bleach)		40,500 gal.	\$1.81	\$73,305.00

**PART 3 – EXCEPTIONS**

Supplier shall clearly detail in writing any deviation from or exception taken to the stated specifications. Alternate supplies will be evaluated and may be acceptable as long as the alternate supplies can be verified as equal or better than specified as determined by City. Suppliers with alternate supplies shall submit detailed specifications/detailed literature with their proposal. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with the stated specifications, and the Supplier shall be held liable for strict compliance.

**NO**, this proposal does not contain any deviation from or exception taken to the stated specifications, and this proposal shall be accepted as in strict compliance with the stated specifications.

**YES**, this proposal does contain deviation from or exception taken to the stated specification which is/are detailed more fully below (attach additional pages if needed):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PART 4 – BUSINESS CERTIFICATION**

Supplier must identify the form of business organization the Supplier is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible and a contract awarded may be cancelled. This requirement DOES NOT apply to a sole proprietorship or general partnership.

The Supplier is operating as a (check one):

- Supplier is a SOLE PROPRIETORSHIP
- Supplier is a GENERAL PARTNERSHIP
- Supplier is a LIMITED PARTNERSHIP
- Supplier is a LIMITED LIABILITY PARTNERSHIP
- Supplier is a LIMITED LIABILITY COMPANY
- Supplier is a CORPORATION  
(See attached Certificate of Authorization)

The Supplier, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

State of Indiana and is currently registered with the Indiana Secretary of State. The Business ID number for the Supplier is Tax ID# 36-3213468.

State of \_\_\_\_\_ but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Supplier agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 302 W. Washington Street, Room E018, Indianapolis, IN 46204; (317) 234-9768; or <https://inbiz.in.gov/BOS/Home/Index>.

**PART 5 – NEPOTISM DISCLOSURE**

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

Supplier **IS NOT** a relative of a City of Goshen elected official.

Supplier **IS** a relative of a City of Goshen elected official. This includes an individual who 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. Please specify the relative(s) below:

Name of elected official: \_\_\_\_\_

Relationship to Supplier: \_\_\_\_\_

**SOLICITATION QUOTE  
PURCHASE OF SODIUM HYPOCHLORITE**

**PART 6 – NO INVESTMENT ACTIVITIES IN IRAN**

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

Providing false certification may result in the consequences listed in Indiana Code § 5-22-16.5-14, including considering the Supplier as not responsible, termination of the contract if awarded, as well as bringing civil action against the Supplier.

**PART 7 – NON-COLLUSION CERTIFICATION**

Pursuant to Indiana Code § 5-22-16-6, by submitting a proposal, the Supplier certifies under the penalties for perjury, that: (1) the Supplier has not entered into a combination or agreement (A) relative to the price to be offered by a person; (B) to prevent a person from making an offer; or (C) to induce a person to refrain from making an offer; and (2) the Supplier’s offer is made without reference to any other offer.

**PART 8 – SIGNATURE**

The undersigned certifies that if awarded a contract, Supplier will provide the Supplies to the City of Goshen in accordance with the general terms and conditions, specifications, and any other documents made part of this solicitation.

The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Supplier. Signature by the Supplier’s authorized representative constitutes execution of each and every Part of this Proposal.

**SIGNATURE MUST BE NOTARIZED**

Supplier’s Authorized Representative:

Signature:  Title: CEO

Printed: Robert Davidson Date: March 4, 2024

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAPORTE )

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named Robert Davidson, CEO of Alexander Chemical Corporation, being known to me or whose identity has been authenticated by me, who affirmed that the statements in the foregoing Supplier’s Proposal are true and correct.

Witness my hand and Notarial Seal this 4th day of March, 2024.



  
Printed Name: Katie Schoonaert  
Notary Public of LaPorte County, IN  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



I, Amy Berggren, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Carus Group Inc., a Delaware corporation, and as such have custody of the corporate records and seal.

I hereby further certify that the following resolutions were duly adopted by Unanimous Consent of the Board of Directors of Carus Group Inc. effective 1 January 2019 as of the date below pertaining to persons authorized to act for Carus Group Inc. and its member companies.

WHEREAS, the Board desires to grant to certain Carus Group officers specific spending authority necessary to the day-to-day performance of their respective functions;

IT IS FURTHER RESOLVED, that the Board hereby approves, for the purpose of signing sales contracts, municipal bids, purchase requisitions, capital expenditures, raw material supply contracts, and other day-to-day contracts and obligations of the Company, the officer spending authorizations included in the document titled "CARUS GROUP INC. AUTHORIZATION LEVELS – 1 January 2019," attached hereto as Exhibit 2.

In witness whereof I have hereunto set my hand and affixed the seal of the corporation on this 4<sup>th</sup> day of March 2024.

Amy Berggren  
Asst. Secretary



**EXHIBIT 2**  
**CARUS GROUP INC.**  
**AUTHORIZATION LEVELS – 1 JANUARY 2019 \*\*\***

<u><b>TITLE</b></u>	<u><b>REVENUE CONTRACTS**</b></u>
<b>Chairman</b>	<b>\$5,000,000</b>
<b>Chief Executive Officer &amp; President *</b>	<b>\$5,000,000</b>
<b>Vice President, CFO *</b>	<b>\$3,000,000</b>
<b>Vice President, Operations</b>	-
<b>Global VP, Sales &amp; Mktg., Europe</b>	<b>\$1,500,000</b>
<b>Vice Pres., Sec. &amp; General Counsel</b>	-
<b>VP, Human Resources</b>	-
<b>VP, Corporate Development</b>	-
<b>VP, Finance</b>	-
<b>Director, Global Strategic Sourcing</b>	-
<b>Supply Chain Manager - EAME</b>	-
<b>M. Blouke Carus Fellow, VP Carus Tech</b>	-
<b>Plant Manager</b>	
<b>Business Development Director</b>	-
<b>Director of Finance/IT</b>	-
<b>Director of Sales</b>	<b>\$1,000,000</b>
<b>Global Product Manager</b>	<b>\$ 500,000</b>
<b>Director of Marketing/EHSS</b>	-
<b>Bid Channel Manager</b>	<b>\$ 200,000</b>

**NOTES:**

**\*ANY COMMITMENT FOR THE PURCHASE OR LEASE OF GOODS OR SERVICES IN EXCESS OF A 12-MONTH PERIOD MUST BE APPROVED BY THE CHIEF EXECUTIVE OFFICER & PRESIDENT OR CFO OF CARUS GROUP INC.**

**\*\*ANY CONTRACT OR BID THAT IS EFFECTIVE FOR LONGER THAN ONE YEAR, REGARDLESS OF REVENUE VOLUME, REQUIRES THE SIGNATURE OF THE CHIEF EXECUTIVE OFFICER & PRESIDENT OR CFO OF CARUS GROUP INC.**

**ANY CONTRACT OR BID THAT IS EFFECTIVE FOR MORE THAN ONE YEAR IS SUBJECT TO AN ANNUAL PRICE REVIEW, REGARDLESS OF ESCALATION CLAUSES.**

**\*\*\*THE APPROVALS AUTHORIZED HEREIN SHALL APPLY WITH EQUAL EFFECT TO ALL MEMBER COMPANIES OF CARUS GROUP INC., (i.e., CARUS CORPORATION, CARUS CHEMICAL COMPANY, CARUS EUROPE, CIRCLE TRANSPORT INC., ALEXANDER CHEMICAL CORPORATION).**



**State of Indiana  
Office of the Secretary of State**

**CERTIFICATE OF EXISTENCE**

To Whom These Presents Come, Greeting:

I, DIEGO MORALES, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

**ALEXANDER CHEMICAL CORPORATION**

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on March 22, 1989, and was in existence or authorized to transact business in the State of Indiana on February 21, 2024.

I further certify this Foreign For-Profit Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, February 21, 2024

*Diego Morales*

DIEGO MORALES  
SECRETARY OF STATE

1989031349 / 20243628571

All certificates should be validated here: <https://bsd.sos.in.gov/ValidateCertificate>

**Expires on March 22, 2024.**



**Properties:**

CAS#:	7681-52-9
Chemical formula:	NaOCl
Molecular weight:	74.44 g/mol
Appearance:	Bright yellow to yellow-green liquid
Odor:	Chlorine odor
pH:	12.5 - 13.5
Boiling Point:	> 212°F @ 12.50 Weight % Available Chlorine
Freezing Point:	- 11°F @ 12.50 Weight % Available Chlorine
Solubility in Water:	Complete

	<b>Lower Control Limit</b>	<b>Upper Control Limit</b>
<b>Trade %</b>	<b>14.1</b>	<b>17.5</b>
<b>Weight % Sodium Hypochlorite</b>	<b>12.5</b>	<b>15.0</b>
<b>Available Chlorine, Weight %</b>	<b>11.92</b>	<b>14.28</b>
<b>Excess Alkalinity, g/l *</b>	<b>2</b>	<b>5</b>
<b>Excess Alkalinity, Trade % *</b>	<b>0.2</b>	<b>0.5</b>
<b>Excess Alkalinity, Weight % Sodium Hydroxide *</b>	<b>0.17</b>	<b>0.41</b>
<b>Specific Gravity</b>	<b>1.18</b>	<b>1.23</b>

\* Excess Alkalinity on finished product is customized to specific customer requirements per liter

**Manufactured by:**

Alexander Chemical Corporation  
Kingsbury Industrial Park  
Kingsbury, Indiana 46345  
800/348-8827




### 1. Identification

<b>Product identifier</b>	<b>Sodium hypochlorite solution - sodium hypochlorite</b>
<b>Other means of identification</b>	Not available.
<b>Recommended use</b>	Primarily used as a water treatment chemical as a disinfectant. Also used as a bleaching agent.
<b>Recommended restrictions</b>	None known.
<b>Manufacturer/Importer/Supplier/Distributor information</b>	
<b>Company name</b>	Alexander Chemical Corporation
<b>Telephone</b>	800-348-8827
<b>Fax</b>	219-393-5364
<b>E-mail</b>	info@alexanderchemical.com
<b>Website</b>	www.alexanderchemical.com
<b>Address</b>	7593 S. First Road, Kingsbury Industrial Park, Kingsbury, Indiana 46345, USA

<b>Emergency telephone number</b>	All other non-emergency inquiries about the product should be directed to the company. For Hazardous Materials [or Dangerous Goods] Incidents ONLY (spill, leak, fire, exposure or accident), call CHEMTREC at CHEMTREC®, USA: 001 (800) 424-9300 CHEMTREC®, Mexico (Toll-Free - must be dialed from within country): 001-800-13-203-9987 CHEMTREC®, Other countries: 001 (703) 527-388
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### 2. Hazard(s) identification

<b>Physical hazards</b>	Corrosive to metals	Category 1
<b>Health hazards</b>	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
<b>Environmental hazards</b>	Hazardous to the aquatic environment, acute hazard	Category 1
<b>OSHA defined hazards</b>	Not classified.	
<b>Label elements</b>		

<b>Signal word</b>	Danger
<b>Hazard statement</b>	May be corrosive to metals. Causes severe skin burns and eye damage. Toxic to aquatic life.
<b>Precautionary statement</b>	
<b>Prevention</b>	Keep only in original container. Do not breathe mist or vapor. Wash thoroughly after handling. Avoid release to the environment. Wear protective gloves/protective clothing/eye protection/face protection.

<b>Response</b>	If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse. Absorb spillage to prevent material damage.
<b>Storage</b>	Store locked up. Store in corrosive resistant container with a resistant inner liner.
<b>Disposal</b>	Dispose of contents/container in accordance with local/regional/national/international regulations.
<b>Hazard(s) not otherwise classified (HNOC)</b>	None known.

### 3. Composition/information on ingredients

#### Mixtures

Chemical name	CAS number	%
Sodium hypochlorite	7681-52-9	5-20
Sodium hydroxide	1310-73-2	1-5
Water	7732-18-5	Balance

**Composition comments** All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

### 4. First-aid measures

<b>Inhalation</b>	Move to fresh air. Call a physician if symptoms develop or persist.
<b>Skin contact</b>	Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
<b>Eye contact</b>	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
<b>Ingestion</b>	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
<b>Most important symptoms/effects, acute and delayed</b>	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
<b>Indication of immediate medical attention and special treatment needed</b>	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim under observation. Symptoms may be delayed.
<b>General information</b>	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

### 5. Fire-fighting measures

<b>Suitable extinguishing media</b>	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO <sub>2</sub> ).
<b>Unsuitable extinguishing media</b>	Do not use water jet as an extinguisher, as this will spread the fire.
<b>Specific hazards arising from the chemical</b>	During fire, gases hazardous to health may be formed.
<b>Special protective equipment and precautions for firefighters</b>	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
<b>Fire-fighting equipment/instructions</b>	Move containers from fire area if you can do so without risk.
<b>Specific methods</b>	Use standard firefighting procedures and consider the hazards of other involved materials.

### 6. Accidental release measures

<b>Personal precautions, protective equipment and emergency procedures</b>	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
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**Methods and materials for containment and cleaning up**

This product is miscible in water.

Large Spills: Stop the flow of material, if this is without risk. Use water spray to reduce vapors or divert vapor cloud drift. Dike the spilled material, where this is possible. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Prevent entry into waterways, sewer, basements or confined areas. Following product recovery, flush area with water.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

**Environmental precautions**

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. Avoid release to the environment. Inform appropriate managerial or supervisory personnel of all environmental releases. Prevent further leakage or spillage if safe to do so. Avoid discharge into drains, water courses or onto the ground.

**7. Handling and storage**

**Precautions for safe handling**

Do not breathe mist or vapor. Do not get in eyes, on skin, or on clothing. Provide adequate ventilation. Wear appropriate personal protective equipment. Avoid release to the environment. Observe good industrial hygiene practices.

**Conditions for safe storage, including any incompatibilities**

Store locked up. Store in corrosive resistant container with a resistant inner liner. Keep only in the original container. Store away from incompatible materials (see Section 10 of the SDS).

**8. Exposure controls/personal protection**

**Occupational exposure limits**

**US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

**US. ACGIH Threshold Limit Values**

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

**US. NIOSH: Pocket Guide to Chemical Hazards**

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

**US. Workplace Environmental Exposure Level (WEEL) Guides**

Components	Type	Value
Sodium hypochlorite (CAS 7681-52-9)	STEL	2 mg/m3

**Biological limit values**

No biological exposure limits noted for the ingredient(s).

**Appropriate engineering controls**

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

**Individual protection measures, such as personal protective equipment**

**Eye/face protection**

Wear safety glasses with side shields (or goggles) and a face shield.

**Skin protection**

**Hand protection**

Wear appropriate chemical resistant gloves. Be aware that the liquid may penetrate the gloves. Frequent change is advisable. Nitrile or neoprene gloves are recommended.

**Other**

Wear appropriate chemical resistant clothing.

**Respiratory protection**

In case of insufficient ventilation, wear suitable respiratory equipment.

**Thermal hazards**

Wear appropriate thermal protective clothing, when necessary.

**General hygiene considerations**

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

## 9. Physical and chemical properties

### Appearance

Physical state	Liquid.
Form	Greenish yellow liquid.
Color	Light greenish yellow.
Odor	Chlorine.
Odor threshold	Not available.
pH	11.5 ±0.3
Melting point/freezing point	-11 °F (-23.9 °C)
Initial boiling point and boiling range	> 212 °F (> 100 °C)
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.

### Upper/lower flammability or explosive limits

Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.

Vapor pressure Not available.

Vapor density Not available.

Relative density 1.09 -1.21

### Solubility(ies)

Solubility (water) Completely soluble in water.

Partition coefficient (n-octanol/water) Not available.

Auto-ignition temperature Not available.

Decomposition temperature Not available.

Viscosity Not available.

## 10. Stability and reactivity

Reactivity May be corrosive to metals.

Chemical stability Material is stable under normal conditions.

Possibility of hazardous reactions No dangerous reaction known under conditions of normal use.

Conditions to avoid Contact with incompatible materials.

Incompatible materials Acids. Metals. Strong oxidizing agents.

Hazardous decomposition products No hazardous decomposition products are known. Contact with acids liberates toxic gas.

## 11. Toxicological information

### Information on likely routes of exposure

Ingestion Causes digestive tract burns.

Inhalation May cause irritation to the respiratory system. Prolonged inhalation may be harmful.

Skin contact Causes severe skin burns.

Eye contact Causes serious eye damage.

Symptoms related to the physical, chemical and toxicological characteristics Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.

### Information on toxicological effects

**Acute toxicity**

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
<b>Acute</b>		
<i>Dermal</i>		
LC50	Rabbit	1350 mg/kg, (Calculated)
<i>Oral</i>		
LDLo	Rabbit	500 mg/kg, (Calculated)
Sodium hypochlorite (CAS 7681-52-9)		
<b>Acute</b>	Rat	
<i>Oral</i>	Causes severe skin burns and eye damage.	8.91 g/kg
LD50	Causes serious eye damage.	

**Skin corrosion/irritation****Serious eye damage/eye irritation****Respiratory or skin sensitization****Respiratory sensitization** Not classified.**Skin sensitization** This product is not expected to cause skin sensitization.**Germ cell mutagenicity** No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.**Carcinogenicity** This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.**IARC Monographs. Overall Evaluation of Carcinogenicity**

Sodium hypochlorite (CAS 7681-52-9) 3 Not classifiable as to carcinogenicity to humans.

**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)**

Not listed.

**Reproductive toxicity** This product is not expected to cause reproductive or developmental effects.**Specific target organ toxicity - single exposure** Not classified.**Specific target organ toxicity - repeated exposure** Not classified.**Aspiration hazard** Not classified.**Chronic effects** Prolonged inhalation may be harmful.**12. Ecological information****Ecotoxicity**

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
<b>Aquatic</b>		
Crustacea	EC50	
Fish	LC50	Western mosquitofish ( <i>Gambusia affinis</i> ) 125 mg/l, 96 hours
		Water flea ( <i>Ceriodaphnia dubia</i> ) 34.59 - 47.13 mg/l, 48 hours

Components	Species	Test Results
Sodium hypochlorite (CAS 7681-52-9)		
<b>Aquatic</b>		
Fish	LC50 Rainbow trout,donaldson trout (Oncorhynchus mykiss)	0.03 - 0.07 mg/l, 96 hours
<b>Persistence and degradability</b>	No data is available on the degradability of this product.	
<b>Bioaccumulative potential</b>	No data available.	
<b>Mobility in soil</b>	No data available.	
<b>Other adverse effects</b>	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.	

### 13. Disposal considerations

<b>Disposal instructions</b>	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.
<b>Local disposal regulations</b>	Dispose in accordance with all applicable regulations.
<b>Hazardous waste code</b>	D002: Waste Corrosive material [pH <=2 or >=12.5, or corrosive to steel] The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	Dispose of in accordance with local regulations.
<b>Contaminated packaging</b>	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

### 14. Transport information

#### DOT

<b>UN number</b>	UN1791
<b>UN proper shipping name</b>	Hypochlorite solutions
<b>Transport hazard class(es)</b>	
<b>Class</b>	8
<b>Subsidiary risk</b>	-
<b>Label(s)</b>	8
<b>Packing group</b>	II
<b>Environmental hazards</b>	
<b>Marine pollutant</b>	Yes
<b>Special precautions for user</b>	Read safety instructions, SDS and emergency procedures before handling.
<b>Special provisions</b>	A7, B2, B15, IB2, IP5, N34, T7, TP2, TP24
<b>Packaging exceptions</b>	154
<b>Packaging non bulk</b>	202
<b>Packaging bulk</b>	242

#### IATA

<b>UN number</b>	UN1791
<b>UN proper shipping name</b>	Hypochlorite solution
<b>Transport hazard class(es)</b>	
<b>Class</b>	8
<b>Subsidiary risk</b>	-
<b>Packing group</b>	II
<b>Environmental hazards</b>	Yes
<b>ERG Code</b>	8L
<b>Special precautions for user</b>	Read safety instructions, SDS and emergency procedures before handling.

#### IMDG

<b>UN number</b>	UN1791
<b>UN proper shipping name</b>	HYPOCHLORITE SOLUTION

<b>Transport hazard class(es)</b>	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	II
<b>Environmental hazards</b>	
Marine pollutant	Yes
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
<b>Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code</b>	This product is a liquid and when transported in bulk is covered under MARPOL 73/78 Annex II, This product is listed in the IBC Code. Ship type: 2 Pollution category: Y

## 15. Regulatory information

**US federal regulations** This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.  
All components are on the U.S. EPA TSCA Inventory List.

### TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

### OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

### CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2) LISTED

Sodium hypochlorite (CAS 7681-52-9) LISTED

### Superfund Amendments and Reauthorization Act of 1986 (SARA)

**Hazard categories** Immediate Hazard - Yes  
Delayed Hazard - Yes  
Fire Hazard - No  
Pressure Hazard - No  
Reactivity Hazard - No

### SARA 302 Extremely hazardous substance

Not listed.

**SARA 311/312 Hazardous chemical** Yes

### SARA 313 (TRI reporting)

Not regulated.

### Other federal regulations

#### Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

#### Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

**Safe Drinking Water Act (SDWA)** Not regulated.

### US state regulations

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

#### DANGER

Keep out of reach of children. Hazardous to Humans and domestic animals.  
Corrosive, causes severe skin and eye irritation or chemical burns to broken skin.  
Causes eye damage.  
This pesticide is toxic to fish and aquatic organisms.  
Strong oxidizing agent.

### US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)



Sodium hypochlorite (CAS 7681-52-9)

**US. New Jersey Worker and Community Right-to-Know Act**

Sodium hydroxide (CAS 1310-73-2)

Sodium hypochlorite (CAS 7681-52-9)

**US. Pennsylvania Worker and Community Right-to-Know Law**

Sodium hydroxide (CAS 1310-73-2)

Sodium hypochlorite (CAS 7681-52-9)

**US. Rhode Island RTK**

Sodium hydroxide (CAS 1310-73-2)

Sodium hypochlorite (CAS 7681-52-9)

**US. California Proposition 65**

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

**US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance**

Not listed.

**International Inventories**

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

**16. Other information, including date of preparation or last revision**

Issue date	30-July-2014
Revision date	26-January-2021
Version #	04
NFPA ratings	

**Disclaimer**

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change and, therefore, holders and users should satisfy themselves that they are aware of all current data and regulations relevant to their particular use of product. ALEXANDER CHEMICAL CORPORATION DISCLAIMS ALL LIABILITY FOR RELIANCE ON THE COMPLETENESS OR ACCURACY OR THE INFORMATION INCLUDED HEREIN. CARUS CORPORATION MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PRODUCT DESCRIBED HEREIN. All conditions relating to storage, handling, and use of the product are beyond the control of Alexander Chemical Corporation, and shall be the sole responsibility of the holder or user of the product.



The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, August 31, 2023** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=17460&Standard=060&>

### NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

#### Alexander Chemical Corporation

7593 South First Road  
Kingsbury Industrial Park  
Kingsbury, IN 46345  
United States  
800-348-8827  
219-393-5558

**Facility :** Kingsbury, IN

#### Ammonia, Anhydrous

*Trade Designation*

Anhydrous Ammonia

*Product Function*

Chloramination

*Max Use*

5 mg/L

#### Ammonium Hydroxide

*Trade Designation*

Ammonium Hydroxide

*Product Function*

Chloramination

*Max Use*

10 mg/L

#### Chlorine[CL]

*Trade Designation*

Chlorine

*Product Function*

Disinfection & Oxidation

*Max Use*

30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

**Hydrofluosilicic Acid**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Fluosilicic Acid - Water Treatment Grade	Fluoridation	5 mg/L
Hydrofluosilicic Acid - Water Treatment Grade	Fluoridation	5 mg/L

**Sodium Bisulfite[1]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite Solution, 38%	Dechlorination	46mg/L

[1] This product contains sulfite.

Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda-Liquid	Corrosion & Scale Control pH Adjustment	100 mg/L
Sodium Hydroxide-Liquid (Diaphragm Cell)	Corrosion & Scale Control pH Adjustment	100 mg/L
Sodium Hydroxide-Liquid (Membrane Cell)	Corrosion & Scale Control pH Adjustment	100 mg/L

**Sodium Hypochlorite[HY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
12.5% Sodium Hypochlorite	Disinfection & Oxidation	84mg/L
Liquid Bleach	Disinfection & Oxidation	84 mg/L
Liquid Bleach 15%	Disinfection & Oxidation	67mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84 mg/L
Sodium Hypochlorite 15%	Disinfection & Oxidation	67mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

**Sulfuric Acid**

***Trade Designation***

Sulfuric Acid

***Product Function***

Corrosion & Scale Control

***Max Use***

50 mg/L

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Number of matching Manufacturers is 1

Number of matching Products is 15

Processing time was 0 seconds



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

March 14, 2024

To: Goshen Board of Public Works and Safety  
From: Shannon Marks, Legal Compliance Administrator  
Subject: Contract for City of Goshen Lawn Services with Colin Avila d/b/a Yardshark

Attached for the Board's approval and authorization for the Mayor to execute is a Contract for City of Goshen Lawn Services with Colin Avila d/b/a Yardshark. Yarshark is agreeing to provide the City lawn mowing and maintenance services for 18 "service areas" for the 2024 mowing season with the option to renew the Contract for up to two additional mowing seasons. The City will pay Yardshark for the services provided based on the established unit cost for each service area as set forth in Exhibit B attached to the Contract. The compensation for some services areas are based on a lump sum monthly cost (or prorated portion thereof) or based on a unit cost for each mow. The Goshen Redevelopment Commission approved and authorized execution of the Contract at the Commission's March 12, 2024 meeting as seven (7) of the services areas are owned or controlled by the Goshen Redevelopment Commission.

**Suggested Motion:**

Move to approve the terms and conditions and authorize Mayor Leichty to execute the Contract for City of Goshen Lawn Services with Colin Avila d/b/a Yardshark on behalf of the City of Goshen and the Goshen Board of Public Works and Safety.

**CONTRACT**  
**FOR**  
**CITY OF GOSHEN LAWN SERVICES**

THIS CONTRACT (“Contract”) is entered into on \_\_\_\_\_, 2024, which is the last signature date set forth below, by and between **Colin Avila d/b/a Yardshark** (“Contractor”), whose mailing address is PO Box 2101, Michigan City, IN 46361, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and Stormwater Board and the Goshen Redevelopment Commission.

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

**1. Scope of Services.**

- (A) Contractor shall provide City the lawn mowing and maintenance services for certain City of Goshen properties in accordance with the Specifications for such services that are made a part of and attached to this Contract as Exhibit A.
- (B) For the purposes of this Contract, all duties to be performed by Contractor shall be referred to as the “Lawn Services” or “Services,” and shall include all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the Lawn Services to each Service Area in a timely and professional manner.

**2. Effective Date; Term; Renewal.**

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety, Goshen Redevelopment Commission, and Contractor.
- (B) The initial term of this Contract shall be for the 2024 mowing season which shall include 2024 fall clean up.
- (C) Upon written approval of the parties, the Contract may be renewed under the same terms and conditions up to two (2) additional mowing seasons. Either party shall provide the other party notice in writing by December 31 if either party desires to renew the Contract for the subsequent year’s mowing season which shall include fall clean up.

**3. Compensation; Payment.**

- (A) City shall pay Contractor on a monthly basis for the satisfactory performance of the Lawn Services completed the previous calendar month based on the established unit cost at a Service Area as set forth in Exhibit B attached to this Contract. In calendar months in which Lawn Services are not provided to a Service Area the entire month and the compensation is based on a lump sum monthly cost rather than a unit cost for each mow, the compensation shall be prorated based on the portion of the calendar month in which Lawn Services were provided.

(B) Contractor shall invoice City monthly for the Lawn Services provided the previous calendar month. The invoice shall identify the Service Area, and the unit cost (or prorated portion thereof) for the Lawn Services provided.

(1) The Lawn Services provided to the Service Areas to be invoiced to the **Engineering Department** and marked “ENG” in Exhibit B 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 E. Jefferson Street, Suite 1  
Goshen, IN 46528

Email is also acceptable at [engineering@goshencity.com](mailto:engineering@goshencity.com).

(2) The Lawn Services provided to the Service Areas to be invoiced to the Police Department and marked “POL” in Exhibit B shall be sent to the following address, or at such other address as City may designate in writing:

City of Goshen  
c/o Goshen Police Department  
111 E. Jefferson Street  
Goshen, IN 46528

Email is also acceptable at [paulahershberger@goshencity.com](mailto:paulahershberger@goshencity.com).

(3) The Lawn Services provided to the Service Areas to be invoiced to the **Redevelopment Department** and marked “RDV” in Exhibit B shall be sent to the following address, or at such other address as City may designate in writing:

City of Goshen  
c/o Goshen Redevelopment Commission  
204 E. Jefferson Street, Suite 6  
Goshen, IN 46528

Email is also acceptable at [traceenorton@goshencity.com](mailto:traceenorton@goshencity.com).

(4) Payment will be made within forty-five (45) days following City’s receipt of the invoice and satisfactory performance of the Lawn Services completed the previous calendar month. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

(5) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

4. **Licensing/Certification Standards.** Contractor certifies that Contractor and any subcontractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the Services provided by Contractor pursuant to this Contract. This shall specifically include the application of any chemicals to eliminate weeds.



5. **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. 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.

6. **Non-Discrimination.** In accordance with Indiana Code § 22-9-1-10, Contractor and any subcontractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's 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, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

7. **Employment Eligibility Verification.**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the contractor 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 Contractor subsequently learns is an unauthorized alien. By execution of the Contract, Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this Contract, to certify to 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.

8. **Contracting with Relatives.** In accordance with 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 Contract.



9. **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.
10. **Indemnification.**
- (A) 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, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Contract.
  - (B) Contractor shall be responsible for all injuries to persons and for all damages to property of City or others caused by or resulting from the negligence of Contractor or any of Contractor's agents, officers, and employees during the performance of Services under this Contract.
11. **Insurance.**
- (A) Prior to commencing work, 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 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 \$2,000,000 aggregate
    - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
    - (4) Excess Umbrella Coverage - \$1,000,000 each occurrence
12. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party affected shall immediately provide written notice to the other party. 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 fifteen (15) days from receipt of the notice of the Force Majeure Event, 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.

13. **Default.**

- (A) If Contractor fails to perform the Services or comply with the provisions of this Contract for a period of at least seven (7), except under conditions of a Force Majeure Event, then Contractor may be considered in default.
- (B) 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 the Specifications and Contract Documents.
  - (7) The Contract is subcontracted by Contractor without the consent of City.
  - (8) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

14. **Termination.**

- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (B) City may terminate this Contract, in whole or in part, in the event of default by Contractor. In such event, City may issue a written notice of default and provide a period of time that shall not be less than seven (7) calendar 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.
- (C) In the event of default and failure of Contractor to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred. If such provisions are made by City, Contractor shall be responsible for any and all cost incurred by City, and such amounts shall be deducted from amounts City may owe Contractor. If the costs exceed the amounts owed to Contractor, Contractor is liable to reimburse City for any such costs.

- (D) Upon termination, Contractor shall be compensated for Services rendered prior to the effective date of termination, subject to any reimbursements due to City by reason of default.
- (E) 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 Contract.

15. **Notice.** Any notice required or desired to be given under this Contract 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.

Address for City: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, IN 46528

Address for Contractor: Colin Avila d/b/a Yardshark  
PO Box 2101  
Michigan City, IN 46361

16. **Subcontracting or Assignment.**

- (A) Except for providing weed treatment services, Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.
- (B) Contractor may subcontract with a licensed entity or individual to provide weed treatment services.

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

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

19. **Applicable Laws.**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract 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 Services. Failure to do so maybe deemed a material breach of Contract.



20. **Miscellaneous.**

- (A) Any provision of this Contract 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 Contract.
- (B) 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.
- (C) This Contract 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.
- (D) In the event legal action is brought to enforce or interpret the terms and conditions of this Contract, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

21. **Severability.** In the event that any provision of the Contract 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 Contract shall not affect the validity or enforceability of any other provision of the Contract.

22. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.

23. **Entire Agreement.** This Contract constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

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

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

**City of Goshen, Indiana**

Goshen Board of Public Works and Safety

**Colin Avila d/b/a Yardshark**

\_\_\_\_\_  
Gina M. Leichthy, Mayor

  
\_\_\_\_\_  
Colin Avila, Owner

Date Signed: \_\_\_\_\_

Date Signed: 3-7-24

Goshen Redevelopment Commission

\_\_\_\_\_  
Becky Hutsell, Redevelopment Director

Date Signed: \_\_\_\_\_

**EXHIBIT A**  
**SPECIFICATIONS**  
**FOR**  
**CITY OF GOSHEN LAWN SERVICES**

1. These specifications are for lawn mowing and maintenance services (“Lawn Services”) for certain City of Goshen properties as depicted on the attached aerial maps. Each area depicted is referred to as a “Service Area.”

Paragraphs 4 through 18 of these specifications shall apply to each Service Area. Additional Requirements/Information for a specific Service Area are indicated on the attached aerial map. If the Additional Requirements/Information for a specific Service Area conflict or are otherwise inconsistent with paragraphs 4 through 18, then the Additional Requirements/Information for the specific Service Area shall be given precedence.

The Sample Contract contains the terms and conditions that will be part of the Contract with the City of Goshen. No agreement modifying these terms and conditions shall be binding unless made in writing and signed by both parties. The Contract will be finalized upon City’s acceptance of the Contractor’s cost proposal.

2. Initial Term; Renewal - The initial term of the Contract shall be for the 2024 mowing season with the option to renew the Contract for up to two (2) additional mowing seasons. The mowing season extends from approximately the first week of May through the approximately the last week of October.
3. Basis of Compensation - City shall pay Contractor for the performance of the Lawn Services based on an established cost for the specific Service Area. Compensation shall be based on:
  - a. Lump Sum Monthly Cost. Lawn Services at certain Service Areas shall be based on a lump sum cost for the entire calendar month. This cost shall also include fall clean-up except where not required for a specific Service Area.
  - b. Unit Cost for Each Mow and Unit Cost for Fall Clean-Up. Lawn Services at certain Service Areas shall be based on an established unit cost for each time the Service Area is mowed, and a unit cost for fall clean-up at the Service Area.
  - c. Cost Adjustment for Subsequent Mowing Season. If the parties elect to renew the Contract for a subsequent mowing season, an adjustment in the cost for Lawn Services to a Service Area will be permitted, but may not exceed the Contractor’s percentage increase as listed the Contractor’s cost proposal.
4. Contractor shall provide all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the Lawn Services to each Service Area in a timely and professional manner. Such Lawn Services include mowing turf areas, trimming, proper removal and disposal of trash and debris, including, but not limited to trash, sticks, branches and grass clippings, and fall leaf clean up services.



5. At the beginning of each season and before each mowing, Contractor shall collect, remove and properly dispose of weedy vegetation, trash and other debris from each Service Area.
6. Contractor shall regularly inspect each Service Area during the growing season which extends from approximately the first week of May through the approximately last week of October to determine when mowing is needed. The frequency of Lawn Services to be provided may vary depending on lawn treatments, irrigation, rainfall and/or drought.
7. Contractor shall mow a Service Area as needed so that grass does not exceed a height of five and one-half inches (5.5"). Contractor shall cut the turf area to a finished height of not less than two and one-half inches (2.5").
8. Contractor shall mow the entire Service Area, including the any turf area extending to a walkway, curb and/or the edge of pavement that is adjacent to the Service Area.
9. Contractor may leave grass clippings on the lawn as long as the mulched grass clippings are evenly dispersed and no visible clumps or rows remain after mowing the turf area. Contractor shall otherwise remove and properly dispose of grass clippings, if visible, after mowing the turf area.
10. Contractor shall also trim grass around fixed objects with each cutting to a height no greater than the surrounding turf area. This will include, but not be limited to, turf areas adjacent to objects such as trees, shrubs, landscaping areas, sign posts, light posts, buildings, fences, walkways, and pavement edges. Contractor shall use extreme care to prevent damage or injury to fixed objects.
11. Contractor shall mow and trim in such a manner as to keep grass clippings off vehicles and to avoid and/or minimize throwing grass clipping and trimmings on walkways, streets, parking areas, driveways, and landscaping areas. Contractor shall remove and properly dispose of all grass clippings and trimmings that may be thrown upon walkways, streets, parking areas, driveways and landscaping areas. Contractor shall NOT blow grass clippings, trimmings, trash or debris into the storm drains.
12. Contractor shall remove and properly dispose of all trash and debris at Contractor's expense. Contractor shall not dispose of trash and debris in City's solid waste containers.
13. All elements of the Lawn Services at a Service Area shall be completed the same day in which the Lawn Services are started. No partial mowing of a Service Area will be allowed unless the weather forces delay. If rain or wet turf conditions exist, Contractor shall finish the Lawn Services as soon as favorable conditions return. If the delay is longer than 24 hours, Contractor shall mow the entire Service Area again.
14. Contractor shall provide fall clean up services for each Service Area as needed which shall include collection and disposal of trash and woody debris, and the raking, blowing or otherwise preparing the fallen leaves for collection and disposal by the City's Street Department. The fall clean up shall take place in late October/early November after most of the leaves have fallen from the trees so that there will be minimal leaves on the grounds of the Service Area over the winter months. Fallen leaves shall be placed at a location near the street, but NOT IN THE STREET, to be collected by the Street Department during the leaf collection program. Contractor shall ensure that no trash, twigs or branches are in the leaves that are placed for collection by the Street Department.
15. Contractor shall perform the Lawn Services Monday through Saturday between the hours of 7:00 a.m. and 7:00 p.m. (local time). Contractor shall not perform Lawn Services on Sunday or on a holiday (i.e., Memorial Day, Independence Day, or Labor Day).

16. Contractor shall maintain all equipment in proper operating condition to provide a high-quality, clean, sharp cut to the turf area and minimize turf damage, the leaking of fluids, noise pollution and air pollution. Contractor shall not use or operate equipment which in any way pulls or rips grass or otherwise damages the turf area.
17. Contractor and Contractor's employees shall maintain a professional appearance while performing Lawn Services. The wearing of tank tops or halter tops shall not be permitted. Contractor and Contractor's employees conduct shall be professional and courteous at all times, and shall not use loud or profane language.
18. Contractor shall take all necessary precautions to avoid damaging any property during the performance of Lawn Services. Any damage caused to any property by Contractor shall be reported to the City immediately. Contractor shall repair or replace at Contractor's expense any property damaged while performing Lawn Services.
19. Addition, Removal of Suspension of Lawn Services to a Service Area - City reserves the right to add, remove or suspend Lawn Services to a Service Area. City shall give Contractor notice of the addition, removal or suspension of Services to a Service Area and the effective date of the change.
  - a. In the event that it is necessary to add Lawn Services to a new Service Area, City and Contractor shall negotiate a cost for Contractor to provide Lawn Services to the new Service Area which shall be based on either a lump sum monthly cost, including fall clean up if needed, or a unit cost for each mow and a unit cost for fall clean up. Any addition of a Service Area to the Contract shall be made in writing and signed by both parties.
  - b. In the event that it is necessary to remove or suspend Lawn Services to an existing Service Area and the removal or suspension results in the Contractor providing a partial month of Lawn Services to a Service Area that the compensation is based on a lump sum monthly cost rather than a unit cost for each mow, the compensation shall be prorated based on the portion of the calendar month in which Lawn Services were provided.



## SERVICE AREA 1

### Third Street/Madison Street from Pike Street south to Main Street, including Parking Areas

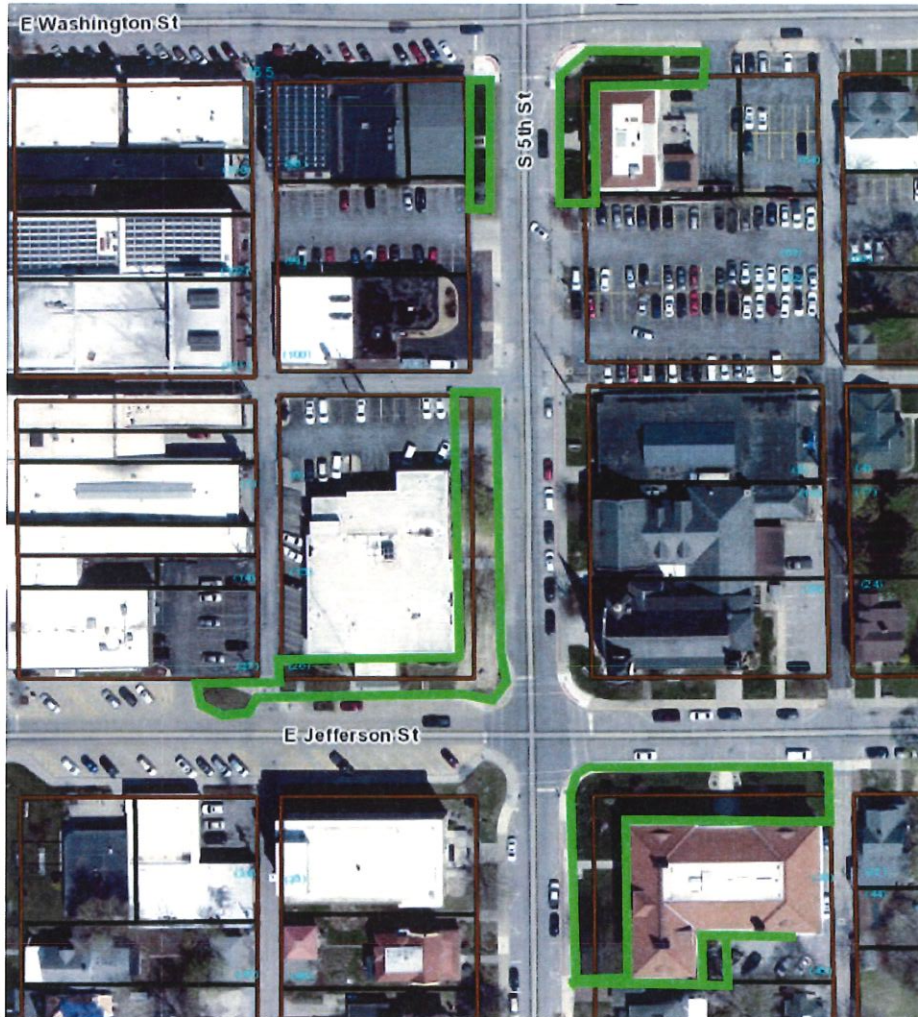


1. This Service Area includes the grass areas within the boulevard (center islands) of Third Street/Madison Street extending from Pike Street south to Main Street; the grass area at the “inside” curve of South Third Street and West Madison Street located west of the north/south alley; the grass areas at the public parking lot at the southwest corner of South Third Street and West Washington Street; and the grass areas at the public parking lot at the southwest corner of South Third Street and West Jefferson Street.
2. Contractor shall perform weed control services as needed throughout the season, but not less than two (2) applications, to eliminate the growth of weeds (i.e. crabgrass, dandelions and other broadleaf weeds). Contractor shall perform weed control in accordance with industry standards and manufacturer instructions.
3. Contractor shall call Jeff Halsey (574-206-3111) at least 24 hours in advance to arrange to have the sprinkler systems turned off prior to the week treatment application.
4. Contractor shall ensure that all chemical applications are performed by properly licensed/certified individuals. This service may be subcontracted.
5. Basis of compensation is a lump sum monthly cost, including weed control and fall clean up.
6. Send invoice to **Engineering Department** for this Service Area.



## SERVICE AREA 2

City Hall at 202 South Fifth Street  
Utilities Billing Office at 203 South Fifth Street  
City Annex Building at 204 East Jefferson Street  
and  
Goshen Police & Court Building at 111 East Jefferson Street



1. Basis of compensation is a lump sum monthly cost, including fall clean up.
2. Send invoice to **Engineering Department** for this Service Area.

## SERVICE AREA 3

### Goshen Police Training Facility at 713 East Lincoln Avenue



1. Basis of compensation is a lump sum monthly cost, including fall clean up.
2. Send invoice to **Police Department** for this Service Area.



## SERVICE AREA 4

### Northeast Corner of East Lincoln Avenue and Olive Street



1. The City will be reconstructing East Lincoln Avenue in 2024, therefore, this Service Area may be affected and/or Services may only be required for part of the 2024 mowing season.
2. Basis of compensation is a lump sum monthly cost, including fall clean up.
3. Send invoice to **Engineering Department** for this Service Area.

## SERVICE AREA 5

### East Lincoln Avenue Stormwater Basin



1. Contractor shall mow the turf areas to the north and west of the stormwater basin as needed.
2. Contractor shall mow the turf area around the top of the stormwater basin as needed.
3. Contractor shall NOT mow the bottom of the stormwater basin.
4. Contractor shall mow the interior side slopes, the east exterior side slope, west exterior side slope, and the south side of the stormwater basin to the ground level, mulch, and leave clippings in place to decompose over time either in late fall or late winter/early spring when the ground is hard enough to avoid creating ruts.
5. Basis of compensation is a lump sum monthly cost, including fall clean up.
6. Send invoice to **Engineering Department** for this Service Area.

## SERVICE AREA 6

### Northwest Corner of North Main Street and West Wilden Avenue and Northeast Corner of East Wilden Avenue and North Sixth Street



1. City is working to reestablish vegetation on the areas to the northwest of the corner of North Main Street and West Wilden Avenue and to the northeast of the corner of East Wilden Avenue and North Sixth Street. In 2024, Contractor shall mow the areas one (1) time each month to a minimum height of four inches (4"). However, as new grass is established, Contractor shall NOT mow where the average height of vegetation is less than four inches (4"). In addition, if the weather is overly dry and vegetation is dormant, Contractor shall not perform the monthly mowing, but shall monitor the vegetation for growth and mow when growing conditions resume.
2. Contractor shall not allow woody vegetation to become established and shall remove weedy growth from along any sidewalks, road edges, fencing, retaining walls, riprap, pipe outfall, and storm structures.
3. Basis of compensation is a lump sum monthly cost, including fall clean up.
4. Send invoice to **Engineering Department** for this Service Area.



## SERVICE AREA 7

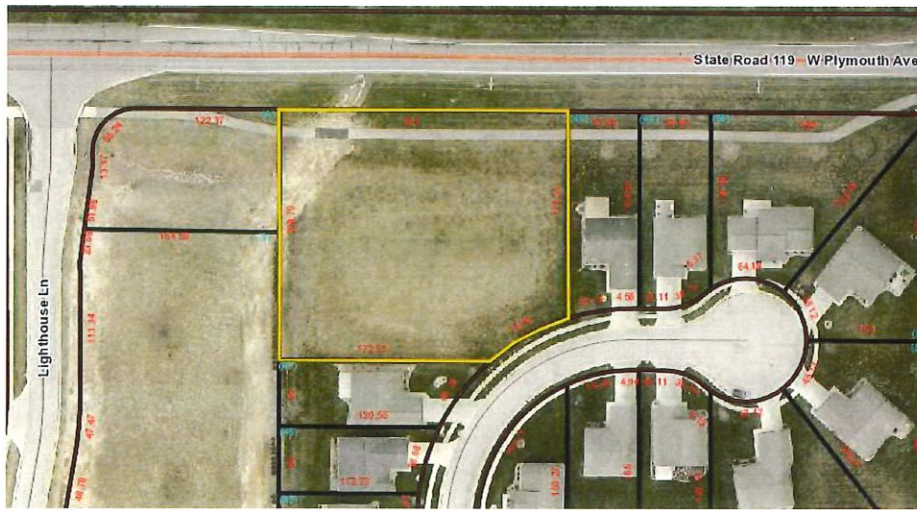
### Southeast Corner of East Wilden Avenue and North Sixth Street



1. Basis of compensation is a lump sum monthly cost, including fall clean up.
2. Send invoice to **Engineering Department** for this Service Area.

## SERVICE AREA 8

### West Plymouth Avenue Stormwater Basin



1. Basis of compensation is a lump sum monthly cost, including fall clean up.
2. Send invoice to **Engineering Department** for this Service Area.







## SERVICE AREA 10

### East Kercher Road Stormwater Basin



1. Contractor shall mow the turf area surrounding the stormwater basin as needed. Basis of compensation is a lump sum monthly cost, including fall clean up, for this Service.
2. Contractor shall mow the side slopes and bottom of the stormwater basin as needed. Basis of compensation is a unit cost for each mow for this Service.
3. Send invoice to **Engineering Department** for this Service Area.

## SERVICE AREA 11

### South Side of East Kercher Road at Pine Manor Avenue



1. Basis of compensation is a lump sum monthly cost, including fall clean up.
2. Send invoice to **Engineering Department** for this Service Area.

## SERVICE AREA 12

### 600-700 Blocks of East Lincoln Avenue

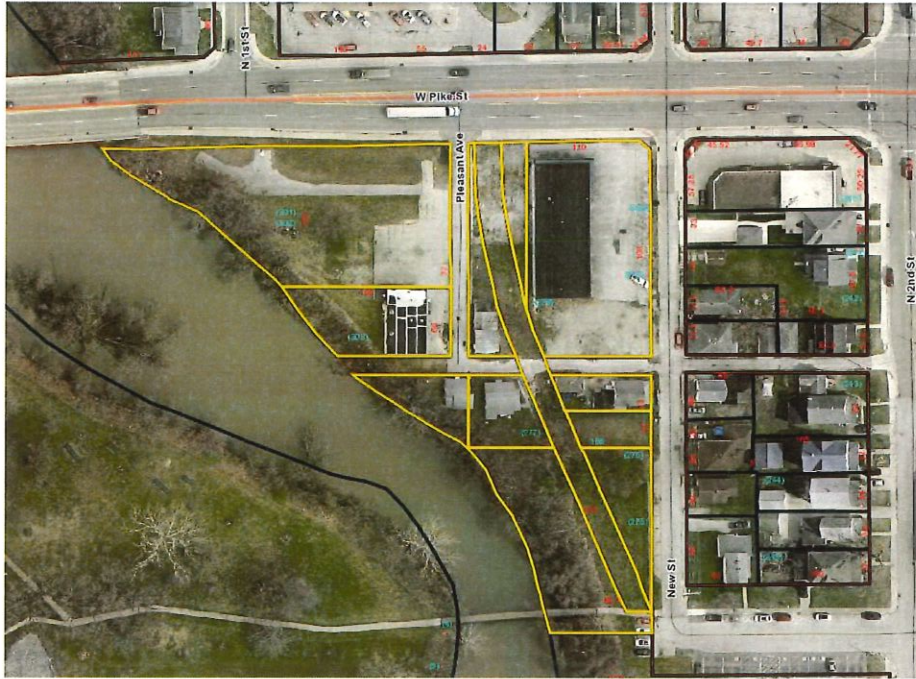


1. Basis of compensation is a lump sum monthly cost, including fall clean up.
2. Send invoice to **Redevelopment Department** for this Service Area.



## SERVICE AREA 13

### 400-Block West Pike Street/200-Block New Street



1. All buildings have been demolished at this location.
2. Basis of compensation is a lump sum monthly cost, including fall clean up.
3. Send invoice to **Redevelopment Department** for this Service Area.

## SERVICE AREA 14

210 West Washington Street



1. Basis of compensation is a lump sum monthly cost, including fall clean up.
2. Send invoice to **Redevelopment Department** for this Service Area.

## SERVICE AREA 15

### 200-Block of South Third Street

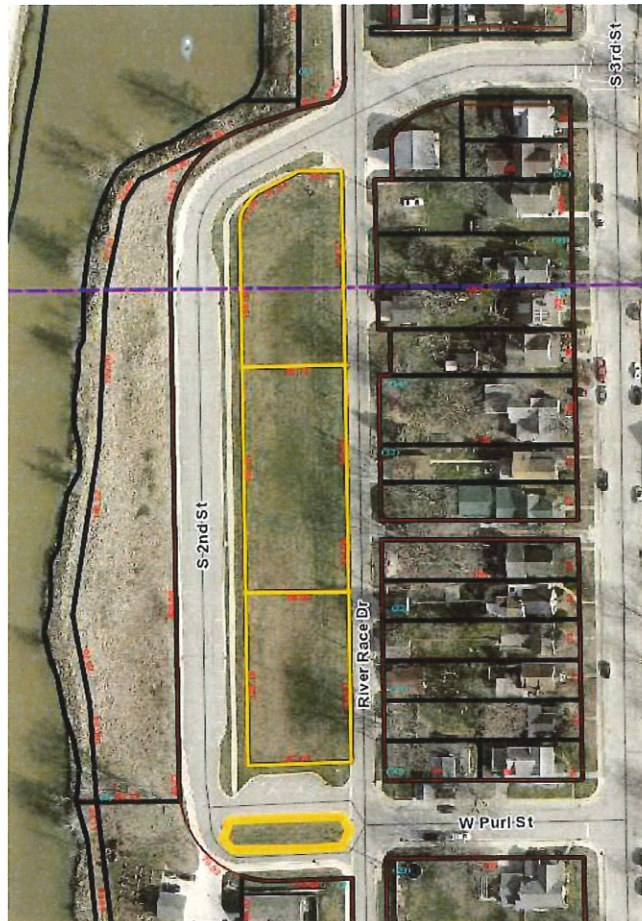


1. City will be selling this real estate, so Services may only be required for part of the 2024 mowing season.
2. Basis of compensation is a lump sum monthly cost, including fall clean up.
3. Send invoice to **Redevelopment Department** for this Service Area.



## SERVICE AREA 16

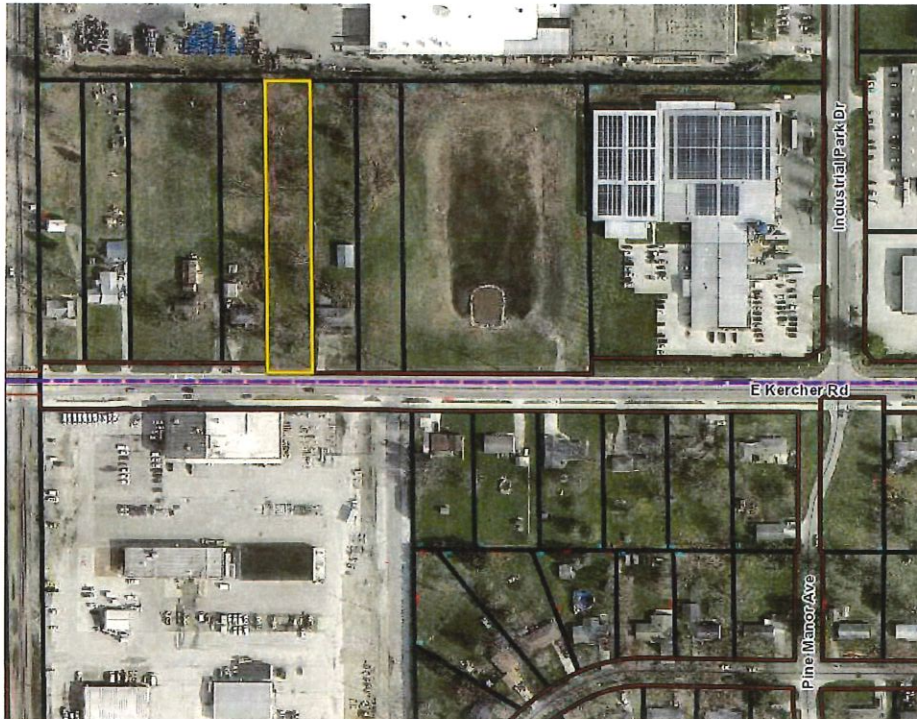
River Race Drive/South Second Street,  
including south Island



1. City will be selling this real estate, so Services may only be required for part of the 2024 mowing season.
2. Basis of compensation is a lump sum monthly cost, including fall clean up.
3. Send invoice to **Redevelopment Department** for this Service Area.

## SERVICE AREA 17

305 East Kercher Road



1. Basis of compensation is a lump sum monthly cost, including fall clean up.
2. Send invoice to **Redevelopment Department** for this Service Area.



## SERVICE AREA 18

65719 State Road 15



1. City will be selling this real estate, so Services may only be required for part of the 2024 mowing season.
2. Basis of compensation is a lump sum monthly cost, including fall clean up.
3. Send invoice to **Redevelopment Department** for this Service Area.

**EXHIBIT B  
Contractor's Cost Proposal**

Contractor Name: Colin Avila + Yardshark

	Service Area/Invoicing	Basis/Unit	2024 Unit Cost
1 ENG	Third Street/Madison Street from Pike Street south to Main Street, including Parking Areas (Includes Weed Control)	Lump Sum Monthly Cost	1084
2 ENG	City Hall at 202 South Fifth Street, Utilities Billing Office at 203 South Fifth Street, City Annex Building at 204 East Jefferson Street, and Goshen Police & Court Building at 111 East Jefferson Street	Lump Sum Monthly Cost	690
3 POL	Goshen Police Training Facility at 713 East Lincoln Avenue	Lump Sum Monthly Cost	125
4 ENG	Northeast Corner of East Lincoln Avenue and Olive Street	Lump Sum Monthly Cost	100
5 ENG	East Lincoln Avenue Stormwater Basin	Lump Sum Monthly Cost	260
6 ENG	Northwest Corner of North Main Street and West Wilden Avenue and Northeast Corner of East Wilden Avenue and North Sixth Street	Lump Sum Monthly Cost	85
7 ENG	Southeast Corner of East Wilden Avenue and North Sixth Street	Lump Sum Monthly Cost	167
8 ENG	West Plymouth Avenue Stormwater Basin	Lump Sum Monthly Cost	175
9 ENG	County Road 19 Stormwater Basin and Access Drive	Unit Cost for Each Mow	50
10 ENG	East Kercher Road Stormwater Basin (Turf Surrounding Basin)	Lump Sum Monthly Cost	240
10 ENG	East Kercher Road Stormwater Basin (Side Slopes and Bottom of Basin)	Unit Cost for Each Mow	250
11 ENG	South Side of East Kercher Road at Pine Manor Avenue	Lump Sum Monthly Cost	100

**EXHIBIT B  
Contractor's Cost Proposal**

Contractor Name: Colin Avila yardshark

Service Area/Invoicing		Basis/Unit	2024 Unit Cost
12 RDV	600-700 Blocks of East Lincoln Avenue	Lump Sum Monthly Cost	333
13 RDV	400-Block West Pike Street /200-Block New Street	Lump Sum Monthly Cost	250
14 RDV	210 West Washington Street	Lump Sum Monthly Cost	75
15 RDV	200-Block of South Third Street	Lump Sum Monthly Cost	250
16 RDV	River Race Drive/South Second Street, including south Island	Lump Sum Monthly Cost	125
17 RDV	305 East Kercher Road	Lump Sum Monthly Cost	100
18 RDV	65719 State Road 15	Lump Sum Monthly Cost	160
Cost Adjustment for Subsequent Mowing Seasons - Maximum percentage increase in Service Area Unit Cost if renew Contract in subsequent year(s):			2%



**Engineering Department  
CITY OF GOSHEN**

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# MEMORANDUM

**TO:** Goshen Board of Public Works and Safety  
**FROM:** Goshen Engineering Department  
**RE:** DOUGLAS STREET ROAD CLOSURE EXTENSION (JN: 2022-0037)  
**DATE:** March 14, 2024

Niblock Excavating has requested permission to extend the closure of East Douglas Street west of South 10<sup>th</sup> Street until September 30, 2024. This is a dead-end street, and Niblock will coordinate access for necessary deliveries for Gleason Industries.

Niblock Excavating has encountered delays with weather and necessary underground utility changes. Though work on the underground storm retention on this portion of Douglas Street will be completed before April, the road will remain closed to protect the storm system until overall completion of the Tenth Street Reconstruction project.

**Requested motion:** Move to approve the extension of the closure of Douglas Street west of 10th Street until September 30, 2024.

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Barb Swartley, Member

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Orv Myers, Member

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Michael Landis, Member