



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

Regular Meeting Agenda

**4:00 p.m., August 8, 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: August 1, 2024**

**Approval of Agenda**

- 1) Police Department presentation of the Honorable Service Award to Officer Michael Heckathorn by Division Chief Ryan Adams**
- 2) Elkhart County Community Corrections presentation to Officer James Ballard**
- 3) Goshen Farmers Market request:** Approve the closure of a portion of Washington Street on Saturday, Sept. 14, 2024 for the celebration of market's 25th season
- 4) Legal Department request:** Approve **Resolution 2024-18**, Designating Certifying Officers for the Environmental Review Responsibility of Department of Housing and Urban Development-Assisted Projects **and** Approve **Resolution 2024-19**, Authorizing Signatories for Community Development Block Grant Program Documents.
- 5) Legal Department:** Approve Resolution 2024-20, Approving New and Revised City of Goshen Police Policies and Repealing Certain Policies
- 6) Legal Department:** Approve Resolution 2024-21, Declaring Surplus and Authorizing the Disposal of Personal Property
- 7) Legal Department request:** Approve the Scoping Agreement with GM Development as presented, and authorize the Mayor to execute the Scoping Agreement
- 8) Environmental Resilience Department request:** Approve the workforce development contract between the City of Goshen and Bushelcraft totaling \$318,732
- 9) Engineering Department request:** Approve the closure of East Lincoln Avenue, from Rock Run Creek to just east of Olive Street, from Aug. 12 to Nov. 15, 2024



**10) Engineering Department request:** Approve the change of Center Street to a one-lane, one-way roadway between Summit Street and North 7th Street, and the installation of a mid-block crosswalk, along with related signs

**Privilege of the Floor**

**Approval of Civil City and Utility Claims**

***Adjournment***



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD  
MINUTES OF THE AUGUST 1, 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:** None

**CALL TO ORDER:** Mayor Leichty called the meeting to order at 4:02 p.m.

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the July 25, 2024 Regular Meeting as prepared by Clerk-Treasurer Richard R. Aguirre. Board member Barb Swartley moved to approve the minutes as presented. The motion was seconded by Board member Mike Landis. The motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the agenda but recommended item #4, Clerk-Treasurer's Office request: Approve revised agreements for City employee time and attendance services with Right Stuff Software Corp. and ADP, through Baker Tilly, be tabled until the Aug. 8 meeting. Board member Swartley moved to approve the agenda as amended. Board member Landis seconded the motion. The motion passed 5-0.

**1) Blue Knights IN VIII Law Enforcement Motorcycle Club request: Approve street and intersection closures for the 26th annual Riding to Remember Fallen Police, Firefighter and Veteran charity motorcycle ride on Sunday, Sept. 8, 2024 (Officer James Ballard)**

**Goshen Police Officer James Ballard, president of the Blue Knights IN VIII Law Enforcement Motorcycle Club,** asked that the Board to approve street and intersection closures for the 26th Annual Riding to Remember Fallen Police, Firefighter, and Veteran charity motorcycle ride, which will be held Sunday, Sept. 8, 2024. He said the club raises money from this event for public safety and firefighter children's charities throughout Elkhart County. Attached to Officer Ballard's written request was the route of the motorcycle ride and the estimated time of arrival of the 800 to 1,100 motorcycles into Goshen, where a short memorial service will be held.

In a written request, **Officer Ballard** wrote that he would be asking **Mayor Gina Leichty** to speak along with other dignitaries during the memorial. He requested the following street closures for the Memorial service:

- 5th Street from Lincoln Avenue south to Madison Street
- Overflow closure: 5th Street south of Madison Street to Monroe Street
- Jefferson Street from Main Street to 6th Street

**Officer Ballard** also requested coordination between the Police and Fire Departments as well as Ballard to provide traffic control along the route at the intersections listed in his documentation.

Besides his memorandum, **Ballard** provided the Board with a route map, an itinerary of the event, a flier and news release about the event, and a list of Elkhart County's fallen heroes.

**Mayor Leichty** asked if **Officer Ballard** had discussed the street closures with **City Street Commissioner David Gibbs**. Officer Ballard said he would coordinate with Gibbs and affected City departments, including Police.

**Swartley/Landis moved to approve the requested street and intersection closures for the 26th Annual Riding to Remember Fallen Police, Firefighter, and Veteran charity motorcycle ride that will be held Sunday, Sept. 8, 2024** The motion passed 5-0.

**2) Environmental Resilience Department request: Authorize the purchase of Bloomerang software to assist in managing communications, donations, and volunteers**



**Aaron Sawatsky Kingsley, Director of the City Department of Environmental Resilience**, asked the Board to approve the purchase of Bloomerang software to assist in managing communications, donations, and volunteers. **Sawatsky Kingsley** said this software will allow the department to regularly engage with persons and organizations that it interacts with as staff members provide services and bring public education to the community.

**Sawatsky Kingsley** said this software will provide event management assistance for workshops and events. It also will allow the department to engage volunteers online to participate in a multitude of opportunities from data entry to invasive species removal. It will make the process efficient for both our personnel and to the volunteer who will be able to complete service waivers online.

In their written request, staff members from the Environmental Resilience Department wrote that less known to the public is the fact that tree planting is not solely paid for with the City's budget. The Trail of Hope has been primarily supported by donations. As times became tough during the COVID pandemic, the Department has seen a reduction in large donations. This software is a database for managing relationships that can lead to donor opportunities. The Trail of Hope is one such example where donor generosity can make a difference.

Thanks to a USDA Forestry grant, staff members indicated that the City will benefit from an influx of new opportunities during the next three years. The department believes that the City has many generous residents and businesses that would support this work beyond the grant period.

The Environmental Resilience Department has the funds to pay for the software, \$5,000 each year for two years.

**Mayor Leichty** asked if the software usage could be expanded to other City Departments. **Sawatsky Kingsley** said it was and that preliminary discussions were held with Parks and Recreation Department staff members who are interested. The Mayor said her office might also be interested in using the software as well as the Community Relations Commission.

**Swartley/Landis made a motion to allow Mayor Leichty to electronically authorize the 2-year purchase of Bloomerang software for \$5,000 per year. The motion passed 5-0.**

### **3) Engineering Department request: Approve and authorize the Mayor to sign the Financial Rescission Letter to be submitted to the Indiana Department of Transportation**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that the City of Goshen was awarded \$1,500,000.00 through the Community Crossings Matching Grant Fund (CCMGF) 2024-1.

However, **Sailor** said the City of Goshen learned that the City must rescind the awarded funds as a result of design status and utility relocation delays from the Indiana Avenue portion of the proposed project. He said the City will re-apply for state funds.

**Swartley/Landis made a motion to approve and authorize the Mayor to sign the Financial Rescission Letter to be submitted to the Indiana Department of Transportation. The 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 4:11 p.m.**

**Board member Landis** said a construction boom lift, which was not approved by the Board, has been parked for a week in front of Woodruff Footwear, 129 South Main St., for some painting work. He asked if it could be moved before First Friday, Aug. 2. **Mayor Leichty** said she would need to check and that Landis raised a good point.

**Mayor Leichty closed Privilege of the Floor at 4:12 p.m.**



**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 Public Works and Safety meeting at 4:12 p.m.

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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**Richard R. Aguirre, City of Goshen 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: **Thursday, August 8th, 2024**

From: Ryan Adams, Patrol Division Chief

Reference: Honorable Service Medal for Officer Michael Heckathorn

I would like to bring to the attention of the Board of Works and Safety and to the Goshen Community the Honorable Service and Creditable Actions of Officer Michael Heckathorn on May 22nd, 2024. The Goshen Police Department believes in recognizing officers for their positive actions, with a special focus on outstanding efforts in service to the community and their fellow officers.

On Wednesday May 22, 2024, Officers were alerted to a person with a gunshot wound who was unconscious and not breathing. Officer Michael Heckathorn and Officer Tanner Warlick were the first to arrive at the Huron Street home to render aid. Officer Heckathorn knocked on the door was met by an armed male who was making threats to cause further damage and harm. Officer Heckathorn placed himself in harms way while negotiating with the armed male. His actions allowed Officer Warlick to assist two children from the home for waiting officers. Officer Heckathorn continued negotiating with the armed individual so they could render aid to the wounded person but the armed individual would not retreat or end his threats.

Officer Heckathorn's leadership throughout the incident and organizing of officers assisted in minimizing the danger to the neighborhood. He made many attempts to negotiate for a compliant end by intercom and then by phone with the armed male until relieved by specialists.

Officer Heckathorn's actions were immediate and decisive while also maintaining his professional demeanor. It is my opinion, Officer Heckathorn's clear thinking prevented this situation from claiming more lives on this day.

At this time, I would like to present the Honorable Service Award to Officer Heckathorn for his professional response to a dangerous situation.

Ryan Adams #125  
Patrol Division Chief  
Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661    Hearing Impaired: (574) 533-1826    FAX: (574) 533-1826**





To Whom It May Concern:

July 18, 2024

Back in April, Elkhart County Community Corrections (ECCC) was attempting to manage a participant who was experiencing a mental health crisis. ECCC had exhausted all known methods to assist the participant, other than alerting law enforcement and/or violating the person and returning them to jail. ECCC opted to contact Officer Ballard, who was eager to work alongside ECCC to help stabilize the participant. Officer Ballard spent several hours with this participant, helping him de-escalate and stabilize. Without Officer Ballard, the outcome for this individual may have been quite different. Officer Ballard has continued to work with ECCC on additional individuals who are experiencing a mental health crisis. Officer Ballard is an asset to the community.

ECCC would like to present Officer Ballard with a Certificate and Coin as a small token of our appreciation.

Please let me know if you need any additional information.

Sincerely,

Helen Calvin  
Executive Director  
574-534-2210 ext. 2032  
hcalvin@elkhartcounty.com



TO: Goshen Board of Public Works and Safety

FROM: Mattie Lehman, Board Chair, Goshen Farmers Market (501c3 - Community Sustainability Project)

**RE: Road Closure Request for Goshen Farmers Market 25th Celebration on Saturday, September 14th from 7:30am - 1:00pm**

Date: 08.08.2024

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The Goshen Farmers Market is requesting the closure of Washington St. from the S 2nd St. intersection west to the entrance of City Parking Lot M on Saturday, September 14th for the celebration of Market's 25th season. The street closure would take place from 7am - 1:30pm to allow adequate set-up and tear down.

The Market's celebration activities will include food vendors, children's activities, and more.





## 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)

August 8, 2024

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2024-18 and Resolution 2024-19

As a recipient of assistance from the Department of Housing and Urban Development, the City is responsible for completing the environmental review process and ensuring compliance with the National Environmental Policy Act of 1969 and other federal laws. As the chief elected official, the Mayor's position assumes the role of certifying officer. Resolution 2024-18 formally designates and authorizes additional positions to serve as certifying officers on behalf of the City, those being the individuals in the position of Planning and Zoning Administrator and the position of Community Development Specialist. The certifying officer executes the request for release of funds and certification, and other documents relative to the City of Goshen's responsibilities for environmental review, decision-making and action applicable to a HUD-assisted project.

Similarly, the Mayor is also authorized to sign documents related to the City's Community Development Block Grant Program. Resolution 2024-19 formally authorizes the individuals in the position of Planning and Zoning Administrator and the position of Community Development Specialist to sign certain documents related to the CDBG Program, including non-discretionary documents necessary to release mortgages and other liens of record once all borrower obligations have been satisfied, and Board-approved subordination agreements.

### Suggested Motions:

1. Move to adopt Resolution 2024-18, Designating Certifying Officers for the Environmental Review Responsibility of Department of Housing and Urban Development-Assisted Projects.
2. Move to adopt Resolution 2024-19, Authorizing Signatories for Community Development Block Grant Program Documents.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
RESOLUTION 2024-18**

**Designating Certifying Officers for  
the Environmental Review Responsibility of  
Department of Housing and Urban Development-Assisted Projects**

WHEREAS as a recipient of assistance from the Department of Housing and Urban Development (HUD), the City of Goshen, Indiana must assume the responsibility for environmental review, decision-making, and action that would otherwise apply to HUD under the National Environmental Policy Act of 1969 (NEPA), as amended, and other provisions of law that further the purposes of NEPA, as specified in 24 CFR Part 58.5.

WHEREAS as the chief elected official of the City of Goshen, the Mayor assumes the role of Certifying Officer and is authorized to execute a request for release of funds and certification and has the legal capacity to carry out the responsibilities set forth in 24 CFR Part 58.13.

WHEREAS the City of Goshen wishes to formally designate additional positions to serve as a Certifying Officer on behalf of the City of Goshen, Indiana.

NOW, THEREFORE, BE IT RESOLVED that, in addition to the Mayor of the City of Goshen, the Goshen Board of Public Works and Safety designates and authorizes the individuals employed by the City in the position of Planning and Zoning Administrator and in the position of Community Development Specialist to each serve as Certifying Officers on behalf of the City of Goshen, Indiana. Only one of the designated and authorized positions is required to execute the request for release of funds and certification, and other documents relative to the City of Goshen's responsibilities for environmental review, decision-making and action applicable to a HUD-assisted project.

BE IT FURTHER RESOLVED that the designation and authorization given by this Resolution replaces the designation and authorization given by Board of Public Works and Safety Resolution passed February 8, 2010.

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

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

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Mary Nichols, Member

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Orv Myers, Member

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

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

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
RESOLUTION 2024-19**

**Authorizing Signatories for  
Community Development Block Grant Program Documents**

WHEREAS the City of Goshen has responsibilities related to the administration and implementation of housing rehabilitation and housing assistance activities under the City’s Community Development Block Grant (CDBG) Program as authorized under Title I of the Housing and Community Development Act of 1974, as amended.

WHEREAS as the chief elected official of the City of Goshen, the Mayor is authorized to sign documents related to the City’s CDBG Program.

WHEREAS the City of Goshen wishes to formally authorize signatories to sign certain documents under the CDBG Program on behalf of the City of Goshen, Indiana.

NOW, THEREFORE, BE IT RESOLVED that, in addition to the Mayor of the City of Goshen, the Goshen Board of Public Works and Safety authorizes the individuals employed by the City in the position of Planning and Zoning Administrator and in the position of Community Development Specialist to sign the following types of documents related to the City of Goshen’s CDBG Program:

1. Non-discretionary documents necessary for the City of Goshen to release mortgages and other liens of record once the borrower has made all payments due and fulfilled all obligations required by the documents being released.
2. Subordination agreements provided the Goshen Board of Public Works and Safety has approved the subordination of the City’s interest in the real estate to another party.

Only one of the authorized positions is required to sign a CDBG Program document on behalf of the City of Goshen.

BE IT FURTHER RESOLVED that the authorization given by this Resolution replaces the designation and authorization given by Board of Public Works and Safety Resolution 2019-32, passed November 25, 2019.

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

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

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

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

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

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



**CITY OF GOSHEN LEGAL DEPARTMENT**

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Date: August 8, 2024  
To: Board of Public Works and Safety  
From: Bodie J. Stegelmann  
Subject: Resolution 2024-20 – Approving New and 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 new and revisions to existing policies deemed appropriate due to legislative or other changed circumstances.

Attached to Resolution 2024-20 are new and redlined existing policies to show the revisions suggested. If the Board approves Resolution 2024-20, the redlines will be removed and the policies will be inserted into the Policy Manual in final form.

Suggested Motion: Move to approve Resolution 2024-20 - Approving New and Revised City of Goshen Police Department Policies and Repealing Certain Policies, effective August 20, 2024.

## **Goshen Board of Public Works and Safety Resolution 2024-20**

### **Approving New and Revised 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 Police Department policies developed and suggested by Lexipol LLC, as well as revisions thereto;

WHEREAS, as part of the process of keeping its policies up-to-date, the Police Department and Lexipol LLC staff have identified certain new policies and revisions to existing 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 certain new and revised existing 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 that the following new and revised existing City of Goshen Police Department Policies, red-line versions of which are attached hereto and made a part hereof, are hereby approved, effective August 15, 2024:

- 202 Training
- 302 Handcuffing and Restraints
- 303 Control Devices
- 306 Firearms
- 312 Search and Seizure
- 316 Missing Persons
- 317 Public Alerts
- 337 Generative Artificial Intelligence Use (new)
- 401 Bias-Based Policing
- 409 Crisis Intervention Incidents
- 420 Criminal Organizations
- 422 Mobile Audio/Video
- 429 Suspicious Activity Reporting
- 608 Forensic Genetic Genealogy (new)
- 700 Department-Owned and Personal Property
- 701 Personal Communication Devices
- 704 Cash Handling, Security and Management
- 800 Evidence Storage
- 902 Custodial Searches

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 August 15, 2024:

- 202 Training
- 302 Handcuffing and Restraints
- 303 Control Devices
- 306 Firearms
- 312 Search and Seizure
- 316 Missing Persons
- 317 Public Alerts
- 401 Bias-Based Policing
- 409 Crisis Intervention Incidents
- 420 Criminal Organizations
- 422 Mobile Audio/Video
- 429 Suspicious Activity Reporting
- 700 Department-Owned and Personal Property
- 701 Personal Communication Devices
- 704 Cash Handling, Security and Management
- 800 Evidence Storage
- 902 Custodial Searches

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on August \_\_\_\_\_, 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



# 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 ~~LETB 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 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 release.

#### 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 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 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~~ **January** 31 each year (I.C. § 5-2-1-1; **250 I.A.C. 2-8-3**).

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.

# 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 Policy, the 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.

*Officers shall secure all arrestees, detainees, and/or prisoners in handcuffs or other restraining devices during transport, unless an exception for securing the person applies. If an exception applies, it should be documented in the applicable report.*

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.

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### *Handcuffing and Restraints*

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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 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.

# 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 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.~~ If necessary, the groin may be considered as a secondary target.

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~~ organic irritant or pava. The supervisor shall ensure that all notifications and reports are completed as required by the Response to Resistance 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**

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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

## Control Devices

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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 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 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.

## Firearms<sup>[KH1]</sup>

### 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

Members shall only use ammunition and firearms that are issued or approved by the Chief of Police and the firearms shall be thoroughly inspected and approved by the Training Lieutenant. 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 written authorization of the Chief of Police or the authorized 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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- (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.

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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.

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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 [and by a certified Firearms instructor](#) (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.

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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. 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. be made in accordance with the Officer-Involved Shooting and Deaths 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 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.

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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 SUMMONING AID

**Best Practice**

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 [shall be certified in firearms instruction](#). [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 [unsafe and remove](#) 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; it will

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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.



## Search and Seizure

### 312.1 PURPOSE AND SCOPE

#### Federal

Both the federal and state constitutions provide every individual with the right to be free from unreasonable searches and seizures. This policy provides general guidelines for Goshen Police Department personnel to consider when dealing with search and seizure issues.

### 312.2 POLICY

#### Best Practice

It is the policy of the Goshen Police Department to respect the fundamental privacy rights of individuals. Members of this department will conduct searches in strict observance of the constitutional rights of persons being searched. All seizures by this department will comply with relevant federal and state law governing the seizure of persons and property.

The Department will provide relevant and current training to officers as guidance for the application of current law, local community standards and prosecutorial considerations regarding specific search and seizure situations, as appropriate.

### 312.3 SEARCHES AND INVENTORIES

#### Federal

The<sup>[KHI]</sup> U.S. Constitution generally provides that a valid warrant is required in order for a search to be valid. There are, however, several exceptions to the rule that permit a warrantless search.

Examples of law enforcement activities that are exceptions to the general warrant requirement include but are not limited to searches pursuant to:

- Valid consent.
- Incident to a lawful arrest.
- Legitimate community caretaking interests.
- Vehicle searches under certain circumstances.
- Exigent circumstances.

Certain other activities are recognized by federal and state courts and by certain statutes as legitimate law enforcement activities that may not require a warrant. Such activities may include seizure and examination of abandoned property and observations of activities and property located on open public areas.

~~Further~~ **Additional** exceptions may include:

- Pat-down weapons searches (i.e., stop and frisk).
- Crime scenes (i.e., protective sweep).

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### Search and Seizure

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- Inventories of property per the Vehicle Towing Policy and the Custodial Searches Policy.
- Plain view, [plain touch](#), and [plain smell searches](#).
- [Open field searches](#).
- Emergency aid.
- [Other situations authorized by state and federal criminal procedures](#).

Because case law regarding search and seizure is constantly changing and subject to interpretation by the courts, each member of this department is expected to act in each situation according to current training and member's familiarity with clearly established rights as determined by case law.

Whenever practicable, officers are encouraged to contact a supervisor to resolve questions regarding search and seizure issues prior to electing a course of action.

#### 312.4 SEARCH CRITERIA

##### Best Practice

Although conditions will vary and officer safety and other exigencies must be considered in every search situation, the following guidelines should be followed whenever circumstances permit:

- (a) Members of this department will strive to conduct searches with dignity and courtesy.
- (b) Officers should explain to the person being searched the reason for the search and how the search will be conducted.
- (c) Searches should be carried out with due regard and respect for private property interests and in a manner that minimizes damage. Property should be left in a condition as close as reasonably possible to its pre-search condition.
- (d) In order to minimize the need for forcible entry, an attempt should be made to obtain keys, combinations or access codes when a search of locked property is anticipated.
- (e) Whenever practicable, a search should not be conducted by a lone officer. A cover officer should be positioned to ensure safety and should not be involved in the search.
- (f) When the person to be searched is of the opposite sex as the searching officer, a reasonable effort should be made to summon an officer of the same sex as the subject to conduct the search. When it is not practicable to summon an officer of the same sex as the subject, the following guidelines should be followed:
  1. Another officer or a supervisor should witness the search.
  2. The officer should not search areas of the body covered by tight-fitting clothing, sheer clothing or clothing that could not reasonably conceal a weapon.

#### 312.5 DOCUMENTATION OF CRITERIA

##### Best Practice

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Officers are responsible for documenting any search and for ensuring that any required reports are sufficient including, at minimum, documentation of the following:

- Reason for the search
- Any efforts used to minimize the intrusiveness of any search (e.g., asking for consent or keys)
- What, if any, injuries or damage occurred
- All steps taken to secure property
- The results of the search including a description of any property or contraband seized
- If the person searched is the opposite sex, any efforts to summon an officer of the same sex as the person being searched and the identification of any witness officer

Supervisors shall review reports to ensure the reports are accurate, that actions are properly documented and that current legal requirements and department policy have been met.

# Missing Persons

## 316.1 PURPOSE AND SCOPE

**State**

This policy provides guidance for handling missing person investigations (I.C. § 5-2-17-1 et seq.).

### 316.1.1 DEFINITIONS

**State**

Definitions related to this policy include:

**High risk** - A person whose whereabouts are not known and who may be at risk of injury or death. High risk includes but is not limited to a missing person (I.C. § 5-2-17-1):

- (a) Who is missing as a result of abduction by a stranger.
- (b) Whose disappearance may be the result of the commission of a crime.
- (c) Whose disappearance occurred under circumstances that are inherently dangerous.
- (d) At risk due to abduction by a noncustodial parent.
- (e) Who is mentally impaired.
- (f) Under the age of 21.
- (g) Who has previously been the victim of a threat or act of violence.
- (h) Who has been determined by a law enforcement agency to be at risk for injury or death.
- (i) Who is an at-risk veteran or active-duty military member (I.C. § 12-7-2-197.3).

**Missing person** - Any person who is reported missing to law enforcement when that person's location is unknown.

**Missing person networks** - Databases or computer networks that are available to law enforcement and are suitable for obtaining information related to missing person investigations. This includes the National Crime Information Center (NCIC), the Indiana Data and Communication System (IDACS), and the Indiana Clearinghouse for Information on Missing Children, Missing Veterans at Risk, and Missing Endangered Adults (I.C. § 10-13-3-35; I.C. § 10-13-5-3).

## 316.2 POLICY

**Best Practice**

The Goshen Police Department does not consider any report of a missing person to be routine and assumes that the missing person is in need of immediate assistance until an investigation reveals otherwise. Priority shall be given to missing person cases over property-related cases. Members will initiate an investigation into all reports of missing persons, regardless of the length of time the person has been missing.

## 316.3 REQUIRED FORMS AND BIOLOGICAL SAMPLE COLLECTION KITS

**Best Practice** **MODIFIED**

## Missing Persons

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The Investigation Division supervisor shall ensure the following forms and kits are developed and available:

- Missing person report form
- Missing person investigation checklist that provides investigation guidelines and resources that could be helpful in the early hours of a missing person investigation
- Missing person school notification from School Resource Officer if applicable
- Medical records release form
- Biological sample collection kits

### 316.4 ACCEPTANCE OF REPORTS

**State**

Any member encountering an individual who wishes to report a missing person or runaway shall render assistance without delay. This can be accomplished by accepting the report via telephone, electronically or in-person and initiating the investigation. Those members who do not take such reports or who are unable to give immediate assistance shall promptly dispatch or alert a member who can take the report (I.C. § 5-2-17-4; I.C. § 5-2-17-5; I.C. § 12-10-18-1; I.C. § 31-36-1-1).

A report shall be accepted in all cases and regardless of where the person was last seen, where the person resides or any question of jurisdiction.

If jurisdiction is in question, the officer shall advise the individual to also make a report to the law enforcement agency having jurisdiction where the missing person was last seen or, if that place is unknown, where the missing person resides (I.C. § 5-2-17-4).

### 316.5 INITIAL INVESTIGATION

**State** **MODIFIED**

Officers or other members conducting the initial investigation of a missing person should take the following investigative actions, as applicable:

- (a) Respond to a dispatched call as soon as practicable and begin the investigation (I.C. § 31-36-2-1; I.C. § 12-10-18-4).
- (b) Interview the reporting party and any witnesses to determine the description of the person and whether the person qualifies as a missing person and, if so, whether the person may be high risk (I.C. § 5-2-17-6(b)).
  1. If the missing person is under 18 years of age, provide the reporting party with the information pamphlet from the Indiana State Police (ISP) about the National Center for Missing and Exploited Children and the National Runaway Safeline (I.C. § 5-2-17-7; I.C. § 10-11-2-34).
- (c) Notify a supervisor immediately if there is evidence that a missing person is either high risk or may qualify for a public alert, or both (see the Public Alerts Policy).
- (d) Broadcast an alert if the person is high risk. This shall be immediately broadcast as required by I.C. § 5-2-17-10(d).

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- (e) Ensure that entries are made into the appropriate missing person networks:
  - 1. Immediately, when the missing person is high risk (I.C. § 5-2-17-10(d)).
  - 2. In all other cases, as soon as practicable, recommended within two hours, but not later than five hours, from the time of the initial report (I.C. § 31-36-1-2; I.C. § 5-2-17-10(c)).
- (f) Complete the appropriate report forms accurately and completely as required (I.C. § 5-2-17-6; I.C. § 12-10-18-1; I.C. § 12-10-18-2; I.C. § 31-36-1-1; I.C. § 31-36-1-2).
- (g) Initiate a search as applicable under the facts.
- (h) Collect and/or review:
  - 1. A photograph and fingerprint card of the missing person, if available.
  - 2. A voluntarily provided biological sample of the missing person, if available (e.g., toothbrush, hairbrush).
  - 3. Any documents that may assist in the investigation, such as court orders regarding custody.
  - 4. Any other evidence that may assist in the investigation, including personal electronic devices (e.g., cell phones, computers).
- (i) When circumstances permit and if appropriate, attempt to determine the missing person's location through the missing person's telecommunications carrier.
- (j) Contact the appropriate agency if the report relates to a missing person report previously made to another agency and that agency is actively investigating the report. When this is not practicable, the information should be documented in an appropriate report for transmission to the appropriate agency. If the information relates to a high-risk missing person, the member should notify a supervisor and proceed with reasonable steps to locate the missing person.
- (k) If the missing person qualifies for an AMBER Alert™, a Silver Alert ~~through~~, or a Green Alert, contact the ISP as soon as practical (I.C. § 12-10-18-3). The member should contact the Clearinghouse at 1(800) 831-8953, make the appropriate report through the web portal at <https://www.in.gov/isp/3412.htm>, ~~(I.C. § 12-10-18-3)~~
- (l) As necessary, obtain ~~the assistance of other law enforcement agencies~~ the appropriate response team, Child Abduction Response Team (CART) for missing abducted children, or other law enforcement agencies including the ISP (I.C. § 5-2-17-10(a)). Assistance can be obtained by contacting the appropriate agency to activate the response team.
- (m) As appropriate, the officer shall inform other law enforcement agencies of a high-risk missing person (I.C. § 5-2-17-10(b)).
- (n) If requested, inform the individual making the report, a family member of the missing person, and any other individual who may be helpful in locating the missing person of the following (I.C. § 5-2-17-7):
  - 1. The general procedure for handling missing person cases.
  - 2. The approach of the case, unless disclosure would adversely affect the investigation.

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3. That additional information may be required if the missing person is not promptly located or if additional information is discovered in the course of the investigation.
4. Provide contact information for the NCMEC or the Americas Missing Adults, or other similar organizations and advise that those organizations may provide additional resources.

### 316.6 REPORT PROCEDURES AND ROUTING

**Best Practice** **MODIFIED**

Members should complete all missing person reports and forms promptly and advise the appropriate supervisor as soon as a missing person report is ready for review.

[Indiana Missing Report Form](#)

[Clearinghouse Alert Flow Chart](#)

#### 316.6.1 SUPERVISOR RESPONSIBILITIES

**State** **MODIFIED**

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

- (a) Reviewing and approving missing person reports upon receipt.
  - (a) The reports should be submitted promptly.
- (b) Ensuring resources are deployed as appropriate.
- (c) Initiating a command post as needed.
- (d) Ensuring applicable notifications and public alerts are made and documented.
- (e) Ensuring that records have been entered into the appropriate missing person networks.
- (f) Taking reasonable steps to identify and address any jurisdictional issues to ensure cooperation among agencies.
  1. If the case falls within the jurisdiction of another agency, the supervisor should facilitate transfer of the case to the agency of jurisdiction.
- (g) Assessing new information that may make the person high risk (I.C. § 5-2-17-6(b)).
- (h) Making a determination to stop the investigation if the person is not missing or is voluntarily missing (I.C. § 5-2-17-6(c)).
  1. If the investigation is cancelled, ensure the investigative steps and results of the investigation are properly documented (I.C. § 5-2-17-6(d)).
  2. Ensure that the location of the missing person is not disclosed to others if the missing person requests confidentiality (I.C. § 5-2-17-6(e)).
- (i) Determining if a photograph of the missing person should be released to the public (I.C. § 5-2-17-9).

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- (j) Making a determination regarding the release of information to other agencies, the media and the public (I.C. § 12-10-18-3).
- (k) Initiating a search of the area if applicable. Steps to initiate a search may include:
  - (a) Arrange for a search team of department members or volunteers
  - (b) Determine the locations to be searched
  - (c) Establish a search pattern
  - (d) Arrange for other resources as needed (e.g., divers, air support, canines)

#### 316.6.2 RECORDS SECTION RESPONSIBILITIES

**Federal**

The responsibilities of the Records Section receiving member shall include, but are not limited to:

- (a) As soon as reasonable under the circumstances, notifying and forwarding a copy of the report to the agency of jurisdiction for the missing person's residence in cases where the missing person is a resident of another jurisdiction.
- (b) Notifying and forwarding a copy of the report to the agency of jurisdiction where the missing person was last seen.
- (c) Notifying and forwarding a copy of the report to the agency of jurisdiction for the missing person's intended or possible destination, if known.
- (d) Forwarding a copy of the report to the Investigation Division.
- (e) Forwarding copies of a missing child report to all agencies as required by I.C. § 31-36-1-3.
- (f) Coordinating with the NCIC Terminal Contractor for Indiana to have the missing person record in the NCIC computer networks updated with additional information obtained from missing person investigations (34 USC § 41308).

#### 316.7 INVESTIGATION DIVISION FOLLOW-UP

**Federal**

**MODIFIED**

In addition to completing or continuing any actions listed above, the investigator assigned to a missing person investigation:

- (a) Should ensure that the missing person's school, child care center or child home care is notified no later than 15 days after completion of the report if the missing person is a child less than 13 years of age (I.C. § 31-36-1-4).
  - 1. The notice shall be in writing and should also include a photograph.
  - 2. The investigator should meet with school officials as appropriate to stress the importance of including the notice in the child's student file, along with the investigator's contact information, if the school receives a call requesting the transfer of the missing child's files to another school (I.C. § 31-36-1-5).
- (b) Should recontact the reporting party and/or other witnesses within 30 days of the initial report and within 30 days thereafter to keep them informed, as appropriate, and to determine if any additional information has become available.



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- (c) Should consider contacting other agencies involved in the case to determine if any additional information is available.
- (d) Shall verify and update IDACS, NCIC and any other applicable missing person networks within 30 days of the original entry into the networks and every 30 days thereafter until the missing person is located (34 USC § 41308).
- (e) Should continue to make reasonable efforts to locate the missing person and document these efforts at least every 30 days.
- (f) Shall maintain a close liaison with state and local child welfare systems and the National Center for Missing and Exploited Children (NCMEC) if the missing person is under the age of 21 and shall promptly notify NCMEC when the person is missing from a foster care family home or childcare institution (34 USC § 41308).
- (g) Should make appropriate inquiry with the Elkhart County Homicide Unit.
- (h) Should obtain and forward medical records, dental records, photos, X-rays and biological samples, as applicable (I.C. § 5-2-17-8; I.C. § 31-36-2-3).
- (i) Shall attempt to obtain the most recent photograph for persons under 18 years of age if it has not been obtained previously and forward the photograph as appropriate and enter the photograph into applicable missing person networks (34 USC § 41308).
- (j) Should consider making appropriate entries and searches in the National Missing and Unidentified Persons System (NamUs).
- (k) Shall update the NCIC's Missing Person File if an arrest warrant is issued for a person who abducted or unlawfully retained a missing child (I.C. § 31-36-2-5).
- (l) Shall search the NCIC's Wanted Person File for reports of arrest warrants issued for persons who allegedly abducted or unlawfully retained children and compare these reports to the missing child's NCIC Missing Person File (I.C. § 31-36-2-2).
- (m) Shall update the investigation upon the discovery of new information and forward the information to the appropriate agencies and organizations (I.C. § 31-36-2-2).
- (n) Shall report as soon as possible relevant information to the FBI's Violent Criminal Apprehension Program (ViCAP) (I.C. § 5-2-17-9).
- (o) In the case of a high-risk missing person or a person who has been missing for an extended time, should consult with a supervisor regarding seeking federal assistance from the FBI and the U.S. Marshals Service (28 USC § 566).

#### 316.8 WHEN A MISSING PERSON IS FOUND

State **MODIFIED**

When any person reported missing is found, the assigned investigator shall document the location of the missing person in the appropriate report, notify the relatives and/or reporting party, as appropriate, and other involved agencies and refer the case for additional investigation if warranted. When a missing child is found, notification shall be promptly made to all involved agencies, and persons as provided in I.C. § 31-36-2-6.

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The Administrative Assistant shall ensure that, upon receipt of information that a missing person has been located, the following occurs:

- (a) The missing child's school, child care center or child care home is promptly notified (I.C. § 31-36-2-6).
- (b) Entries are made in the applicable missing person networks.
- (c) Notification shall be made to any other law enforcement agency that took the initial report or participated in the investigation.

#### 316.8.1 UNIDENTIFIED PERSONS

**Best Practice**

Members investigating a case of an unidentified person who is deceased or a living person who cannot assist in identifying him/herself should:

- (a) Obtain a complete description of the person.
- (b) Enter the unidentified person's description into the NCIC Unidentified Person File.
- (c) Use available resources, such as those related to missing persons, to identify the person.

#### 316.9 CASE CLOSURE

**Best Practice** **MODIFIED**

The Investigation Division supervisor may authorize the closure of a missing person case after considering the following:

- (a) Closure is appropriate when the missing person is confirmed returned or evidence matches an unidentified person or body.
- (b) If the missing person is a resident of Goshen or this department is the lead agency, the case should be kept under active investigation for as long as the person may still be alive. Exhaustion of leads in the investigation should not be a reason for closing a case.
- (c) If this department is not the lead agency, the case can be made inactive if all investigative leads have been exhausted, the lead agency has been notified and entries are made in the applicable missing person networks, as appropriate.
- (d) A missing person case should not be closed or reclassified because the person would have reached a certain age or adulthood or because the person is now the subject of a criminal or civil warrant.

#### 316.10 TRAINING

**Best Practice** **MODIFIED**

Subject to available resources, the Training Lieutenant or designee should ensure that members of this department whose duties include missing person investigations and reports receive training that includes:

## Missing Persons

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- (a) The initial investigation:
  - 1. Assessments and interviews
  - 2. Use of current resources, such as Mobile Audio/Video (MAV)
  - 3. Confirming missing status and custody status of minors
  - 4. Evaluating the need for a heightened response
  - 5. Identifying the zone of safety based on chronological age and developmental stage
- (b) Briefing of department members at the scene.
- (c) Identifying NCIC Missing Person File categories (e.g., disability, endangered, involuntary, juvenile and catastrophe).
- (d) Verifying the accuracy of all descriptive information.
- (e) Initiating a neighborhood investigation.
- (f) Investigating any relevant recent family dynamics.
- (g) Addressing conflicting information.
- (h) Key investigative and coordination steps.
- (i) Managing a missing person case.
- (j) Additional resources and specialized services.
- (k) Update procedures for case information and descriptions.
- (l) Preserving scenes.
- (m) Internet and technology issues (e.g., Internet use, cell phone use).
- (n) Media relations.
- (o) Understanding and correctly entering medical or dental information into a database (I.C. § 5-2-17-10(c)).

## Public Alerts

### 317.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to provide guidelines for alerting the public to important information and soliciting public aid when appropriate.

### 317.2 POLICY

Best Practice MODIFIED

Public alerts may be employed using the Emergency Alert System (EAS), local radio, television and press organizations and other groups to notify the public of incidents, or enlist the aid of the public, when the exchange of information may enhance the safety of the community. Various types of alerts may be available based upon each situation and the alert system's individual criteria.

[Clearinghouse Alert Flow Chart](#)

### 317.3 RESPONSIBILITIES

Best Practice

#### 317.3.1 MEMBER RESPONSIBILITIES

Best Practice

Members of the Goshen Police Department should notify their supervisors, Shift Captain or Investigation Division supervisor as soon as practicable upon learning of a situation where public notification, a warning or enlisting the help of the media and the public could assist in locating a missing person, apprehending a dangerous person or gathering information.

#### 317.3.2 SUPERVISOR RESPONSIBILITIES

Best Practice MODIFIED

A supervisor apprised of the need for a public alert is responsible for making the appropriate notifications based upon the circumstances of each situation. The supervisor shall promptly notify the police administration and the Public Information Officer when any public alert is generated.

The supervisor in charge of the investigation to which the alert relates is responsible for:

- (a) Updating alerts.
- (b) Canceling alerts.
- (c) Ensuring all appropriate reports are completed.
- (d) Preparing an after-action evaluation of the investigation to be forwarded to the Division Chief

### 317.4 AMBER™ ALERTS

State

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AMBER™ Alerts are used to provide a statewide system for the rapid dissemination of information regarding abducted children (I.C. § 10-13-5-1).

#### 317.4.1 CRITERIA

**State** **MODIFIED**

The following criteria are utilized to determine if an AMBER™ Alert should be requested (I.C. § 10-13-5-4):

- (a) An officer has a reasonable belief that an abduction has occurred.
- (b) An officer believes that a child is in imminent danger of serious bodily injury or death.
- (c) The officer makes contact with the on-call detective for assistance.
- (d) Enough descriptive information exists about the victim and the abductor for this department to request an AMBER™ Alert.
- (e) The victim of the abduction is a child less than 18 years of age.
- (f) The victim is a temporary or permanent resident of the state of Indiana.

#### 317.4.2 PROCEDURE

**State** **MODIFIED**

The following procedures for initiating an AMBER™ Alert are used when a member of the Goshen Police Department receives a report from a parent or guardian that a child is missing:

- (a) The member receiving the information shall notify all on-duty officers of the existence of a missing child report.
- (b) The member receiving the information shall communicate the report to all adjoining and regional law enforcement agencies.
- (c) The member receiving the report shall transmit the information through the [IN.GOV Portal](#).
- (d) [To initiate an alert, contact the Indiana Clearinghouse for Information on Missing Children, Missing Veterans at Risk, and Missing Endangered Adults for alert request forms and applicable procedures for completing those forms.](#)

#### 317.5 BLUE ALERTS

**State**

Blue Alerts are used to provide a statewide system for the rapid dissemination of information regarding specific incidents relating to law enforcement officers (I.C. § 10-13-8-1).

##### 317.5.1 CRITERIA

**State**

The following criteria are circumstances warranting a Blue Alert (I.C. § 10-13-8-8):

- (a) A law enforcement officer has been killed or seriously injured while in the line of duty.
- (b) The suspect has not been apprehended and may be a serious threat to the public or other law enforcement personnel.

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- (c) Sufficient information is available to disseminate to the public that could assist in locating the suspect.
- (d) If a law enforcement officer is missing while in the line of duty, sufficient information is available to disseminate to the public that could assist in locating the law enforcement officer.

#### 317.5.2 PROCEDURE

State **MODIFIED**

The following is the procedure for initiating a Blue Alert:

- (a) Before requesting activation of the Blue Alert system this department shall verify the criteria for activating the Blue Alert System has been met (I.C. § 10-13-8-8).

The member requesting the alert will do so through the [IN.GOV Portal](#)

- (a) Before requesting activation of the Blue Alert system, this department shall verify the criteria for activating the Blue Alert System has been met (I.C. § 10-13-8-8).
- (b) ~~An officer will notify the superintendent of the Indiana State Police (ISP) and request activation of the Blue Alert System~~ To initiate an alert, contact the Indiana Clearinghouse for Information on Missing Children, Missing Veterans at Risk, and Missing Endangered Adults for alert request forms and applicable procedures for completing those forms (I.C. § 10-13-8-10).
- (c) ~~The superintendent of the ISP will notify the appropriate participants in the Blue Alert System if there is sufficient information available to disseminate to the public that could assist in locating the missing law enforcement officer or a suspect (I.C. § 10-13-8-10).~~
- (d) ~~The superintendent of the ISP shall determine the appropriate geographic boundaries of the alert based on the nature of the suspect and the circumstances surrounding the crime or the last known location of the missing law enforcement officer (I.C. § 10-13-8-8).~~
- (e) ~~The area of the alert may be less than state wide if the superintendent of the ISP determines that the nature of the event makes it probable that the suspect or the missing law enforcement officer is within a certain geographic location.~~
- (f) An officer shall, as soon as practicable, notify the superintendent of the ISP upon locating the suspect or the missing law enforcement officer (I.C. § 10-13-8-13).
- (g) ~~The superintendent of the ISP shall terminate any activation of the Blue Alert System if the suspect or the law enforcement officer is located or if the superintendent of the ISP determines that the Blue Alert System is no longer an effective tool for locating the suspect or law enforcement officer (I.C. § 10-13-8-14).~~

#### 317.6 SILVER ALERTS

State

Silver Alerts are used to provide a statewide system for the rapid dissemination of information regarding a missing endangered adult, missing endangered child, or high-risk missing person (I.C. § 10-13-5-4.6).

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#### 317.6.1 CRITERIA

State **MODIFIED**

A Silver Alert should be activated when:

- (a) An officer believes that a missing person meets the criteria for being a missing endangered adult, a missing endangered child, or a high-risk missing person (I.C. § 12-7-2-131.3; I.C. § 12-10-18-0.5; I.C. § 12-10-18-3; I.C. § 10-13-5-4.4 ; I.C. § 5-2-17-1).

#### 317.6.2 PROCEDURE

State **MODIFIED**

~~The following is the procedure for initiating a Silver Alert when members of the receive information that a person is missing who is an endangered missing adult, a missing endangered child, or a high-risk missing person. The investigating (I.C. § 5-2-17-10; I.C. § 12-10-18-3):~~

- ~~(a) Shall verify that the criteria for requesting a Silver Alert has been satisfied.~~
- ~~(b) Shall instruct the of the to be alert for the disabled adult or high-risk missing person.~~
- ~~(c) May notify the ISP and request assistance.~~
- ~~(d) Shall make an entry into the National Crime Information Center (NCIC) within two hours of receiving the report.~~
- ~~(e) Shall make an entry into any other appropriate database within 24 hours of receiving the report.~~
- ~~(f) May forward the missing person report to:
  - ~~(a) Any appropriate law enforcement agency~~
  - ~~(b) The Indiana Data and Communications System ( IDACS )~~
  - ~~(c) Indiana Clearinghouse for Information on Children and Missing Endangered Adults- IN.GOV Portal~~
  - ~~(d) A broadcaster or newspaper~~~~

[To initiate an alert, contact the Indiana Clearinghouse for Information on Missing Children, Missing Veterans at Risk, and Missing Endangered Adults for alert request forms and applicable procedures for completing those forms.](#)

[The member will do so through the IN.GOV Portal](#)

#### 317.7 GREEN ALERTS

State

Green Alerts are used to provide a statewide system for the rapid dissemination of information regarding missing at-risk veterans and active-duty military members (I.C. § 10-13-5-3.5; I.C. § 10-13-5-4.5; I.C. § 12-7-2-197.3).

#### 317.7.1 CRITERIA

State

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The following criteria are utilized to determine if a Green Alert should be activated (I.C. §12-10-18-1; I.C. § 12-10-18-3):

- (a) An officer receives a report that an at-risk veteran or active-duty military member is missing and they meet the criteria for the alert (i.e., they may not be able to return home without assistance).
- (b) The officer reasonably believes that public notification may help in locating the missing person.

#### 317.7.2 PROCEDURE

State **MODIFIED**

To initiate an alert, contact the Indiana Clearinghouse for Information on Missing Children, Missing Veterans at Risk, and Missing Endangered Adults for alert request forms and applicable procedures for completing those forms.

[The member will do so through the IN.GOV Portal](#)



# Generative Artificial Intelligence Use

## 337.1 PURPOSE AND SCOPE

### Best Practice

The purpose of this policy is to provide guidelines for department use of generative artificial intelligence (GenAI). This policy does not apply to artificial intelligence that is integrated into facial recognition applications, voice recognition applications, biometric access controls, or software that redacts documents or video or similar applications.

Additional guidelines for the use of department information technology resources are found in the Information Technology Use Policy.

### 337.1.1 DEFINITIONS

#### Best Practice

Definitions related to this policy include:

**Generative artificial intelligence (GenAI)** - A type of artificial intelligence that is algorithmically trained on one or more large data sets and designed to generate new and unique data (e.g., text, pictures, video) in response to a prompt (generally questions, instructions, images, or video) input by the user.

## 337.2 POLICY

### Best Practice

The use of GenAI systems carries unique benefits within a law enforcement agency, providing ways to increase operational efficiency, enhance department procedures, and improve the overall effectiveness of the Goshen Police Department.

However, the prompts input into GenAI systems can present risks to both individuals and law enforcement agencies by making accessible to the public information such as department tactics, investigative and training techniques, confidential information (e.g., confidential informants, protected information), active investigations, and security procedures. In addition, without safeguards in place, GenAI can produce unintended discriminatory or biased output as well as content that is inaccurate, misleading, or copyrighted.

It is the policy of the Department to develop, implement, and use GenAI ethically and responsibly in a way that minimizes potential risk and harm in accordance with the guidelines set forth below.

Any function carried out by a member of the Department using GenAI is subject to the same laws, rules, and policies as if carried out without the use of GenAI. The use of GenAI does not permit any law, rule, or policy to be bypassed or ignored.

## 337.3 RESPONSIBILITIES

### Best Practice

## Generative Artificial Intelligence Use

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### 337.3.1 CHIEF OF POLICE

**Best Practice**

The Chief of Police or an authorized designee shall approve all GenAI systems, their acceptable uses, and their authorized user groups prior to the use, implementation, or development for any department functions.

### 337.3.2 AI COORDINATOR

**Best Practice**

The Chief of Police or the authorized designee shall appoint an AI coordinator. The AI coordinator shall report to the Administration Division Chief or the authorized designee.

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

- (a) Evaluating potential GenAI systems and recommending those GenAI systems that appear to be appropriate and trustworthy to the Chief of Police or the authorized designee. The trustworthiness of GenAI systems should be evaluated by balancing the following characteristics:
  1. Validity and reliability - The system's apparent ability to meet the intended purpose and fulfill the needs of the Department consistently over time.
  2. Safety - Any apparent risk to human life, health, property, or the environment that could result from the department's use of the system.
  3. Security and resiliency - The system's capability to prevent unauthorized access and misuse and its ability to return to normal function should misuse occur.
  4. Accountability and transparency - The ability to track and measure the system's use and activity through histories, audit logs, and other processes to provide insight about the system and identify potential sources of error, bias, or vulnerability.
  5. Explainability and interpretability - The ability of the user to understand the purpose and impact of the system, how and why the system reached the resulting output, and what the output means for the user.
  6. Privacy - The ability of the system to protect confidentiality and meet applicable privacy standards for the types of data intended to be input into the system (e.g., state privacy laws, Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA)).
  7. Fairness - The ability of the system to operate in a way that avoids or minimizes bias and discrimination.
- (b) Ensuring appropriate contractual safeguards are in place to manage third-party use of department data and to restrict the use of input in AI training data sets. If the input of protected information is necessary for the proper use of the GenAI system, an information-exchange agreement in compliance with applicable rules and standards (e.g., CJIS requirements) should be used to outline the roles, responsibilities, and data ownership between the Department and third-party vendor.

## Generative Artificial Intelligence Use

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- (c) Coordinating with others within the Department and City, such as the information technology or legal departments, as appropriate to ensure GenAI systems are procured, implemented, and used appropriately.
- (d) Maintaining a list or inventory of department-approved GenAI systems and, when appropriate for department transparency, making the list or inventory available to the public.
- (e) Developing and maintaining appropriate procedures related to the use of GenAI systems, including procedures for editing and fact-checking output.
- (f) Ensuring any public-facing GenAI systems notify the user that GenAI is being used.
- (g) Developing and updating training for the authorized users of each department-approved GenAI system.
- (h) Ensuring access to department GenAI systems is limited to authorized users and establishing requirements for user credentials such as two-factor authentication and appropriate password parameters.
- (i) Conducting audits at reasonable time intervals for each of the GenAI systems utilized by the Department to evaluate the performance and effectiveness of each approved system and to determine if it continues to meet the department's needs and expectations of trustworthiness. The coordinator should arrange for audits to be conducted by an external source, as needed.
- (j) Ensuring each GenAI system is updated and undergoes additional training as reasonably appears necessary in an effort to avoid the use of outdated information or technologies.
- (k) Keeping abreast of advancements in GenAI and any GenAI-related legal developments.
- (l) Reviewing this policy and department practices and proposing updates as needed to the Chief of Police.
- (m) Developing procedures in coordination with the *Brady* information coordinator and the Administrative Assistant for the compilation and potential release of any discovery or records related to the use of GenAI systems consistent with *Brady* and the Indiana Access to Public Records Act.

### 337.4 USE OF GENERATIVE AI

#### Best Practice

The use of department GenAI systems by department members shall be limited to official work-related purposes, and members shall only access and use GenAI systems for which they have been authorized and received proper training.

Members shall use AI-generated content as an informational tool and not as a substitution for human judgment or decision-making. Members should not represent AI-generated content as their own original work.

AI-generated content should be considered draft material only and shall be thoroughly reviewed prior to use. Before relying on AI-generated content, members should:

## Generative Artificial Intelligence Use

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- (a) Obtain independent sources for information provided by GenAI and take reasonable steps to verify that the facts and sources provided by GenAI are correct and reliable.
- (b) Review prompts and output for indications of bias and discrimination and take steps to mitigate its inclusion when reasonably practicable (see the Bias-Based Policing Policy).
- (c) Include a statement in the final document or work product that GenAI was used to aid in its production.

### 337.4.1 PRIVACY CONSIDERATIONS

**Best Practice**

Information not otherwise available to the public, including data reasonably likely to compromise an investigation, reveal confidential law enforcement techniques, training, or procedures, or risk the safety of any individual if it were to become publicly accessible, should not be input into a GenAI system unless contractual safeguards are in place to prevent such information from becoming publicly accessible. Members should instead use generic unidentifiable inputs, such as "suspect" or "victim," and hypothetical scenarios whenever possible.

Protected information should only be input into GenAI systems that have been approved for such use and comply with applicable privacy laws and standards (see the Protected Information Policy).

### 337.5 PROHIBITED USE

**Best Practice**

Members shall not use GenAI systems to rationalize a law enforcement decision, or as the sole basis of research, interpretation, or analysis of the law or facts related to a law enforcement contact or investigation.

Members shall not create user accounts in their official capacity or input work-related data (including information learned solely in the scope of their employment) into publicly available GenAI systems unless the system has been approved by the Chief of Police or the authorized designee for the intended use.

### 337.6 TRAINING

**Best Practice**

The AI coordinator should ensure that all members authorized to use GenAI have received appropriate initial training that is suitable for their role and responsibilities prior to their use of GenAI and receive periodic refresher training. Training should include but is not limited to the following:

- (a) A review of this policy
- (b) The need for human oversight of GenAI outputs
- (c) The interpretation, review, and verification of GenAI output
- (d) Checking GenAI output for bias or protected information
- (e) Ethical use of GenAI technology
- (f) Data security and privacy concerns

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## *Generative Artificial Intelligence Use*

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# 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.

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### *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.
  1. [Corrective measures shall be taken, in accordance with the Personnel Complaints Policy, for 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.

# 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 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 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 BEHAVIORAL HEALTH COORDINATOR RESPONSIBILITIES**

**Best Practice** **MODIFIED**

The Behavioral Health Coordinator should respond when available and if feasible to the scene of any interaction with a person in crisis. The responding Behavioral Health Coordinator 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.
- (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.

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#### **409.12 TRAINING**

**State**

In coordination with the mental health community and appropriate stakeholders, the Department will develop and provide **initial** comprehensive education and training to all department members to enable them to effectively interact with persons in crisis (I.C. § 5-2-1-9).

# Criminal Organizations

## 420.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to ensure that the Goshen Police Department appropriately utilizes criminal intelligence systems and temporary information files to support investigations of criminal organizations and enterprises.

### 420.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

**Criminal intelligence information** - Information on identifiable individuals compiled in an effort to anticipate, prevent or monitor possible criminal activity, including terrorist activity. Criminal intelligence information does not include criminal investigative information, which is information on identifiable individuals compiled in the course of the investigation of specific criminal acts (I.C. § 5-2-4-1).

**Criminal intelligence system** - Any record system that receives, stores, exchanges or disseminates information that has been evaluated and determined to be relevant to the identification of a criminal organization or enterprise, its members or affiliates. This does not include temporary information files.

## 420.2 POLICY

Best Practice

The Goshen Police Department recognizes that certain criminal activities, including, but not limited to gang crimes and drug trafficking, often involve some degree of regular coordination and may involve a large number of participants over a broad geographical area.

It is the policy of this department to collect and share relevant information while respecting the privacy and legal rights of the public.

## 420.3 CRIMINAL INTELLIGENCE SYSTEMS

Federal MODIFIED

No department member may create, submit to or obtain information from a criminal intelligence system unless the Chief of Police has approved the system for department use.

Any criminal intelligence system approved for department use should meet or exceed the standards of 28 CFR 23.20. [See attachment: 28 CFR Part 23.20](#).

A designated supervisor will be responsible for maintaining each criminal intelligence system that has been approved for department use. The supervisor or the authorized designee should ensure the following:

- (a) Members using any such system are appropriately selected and trained.

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- (b) Use of every criminal intelligence system is appropriately reviewed and audited.
- (c) Any system security issues are reasonably addressed.

### 420.3.1 SYSTEM ENTRIES

**Federal** **MODIFIED**

It is the designated supervisor's responsibility to approve the entry of any information from a report, Officer Report, photo or other relevant document into an authorized criminal intelligence system. If entries are made based upon information that is not on file with this department, such as open or public source documents or documents that are on file at another agency, the designated supervisor should ensure copies of those documents are retained by the Records Section. Any supporting documentation for an entry shall be retained by the Records Section in accordance with the established records retention schedule and for at least as long as the entry is maintained in the system.

The designated supervisor should ensure that any documents retained by the Records Section are appropriately marked as intelligence information. The Administrative Assistant may not purge such documents without the approval of the designated supervisor.

### 420.3.2 CRIMINAL INTELLIGENCE SYSTEM

**State**

The Chief of Police shall designate at least one person/position to act as a liaison with Homeland Security. This position will be familiar with and review homeland security information that is pertinent to the agency and the jurisdiction.

Under the direction of the Homeland Security liaison, authorized members may obtain and transfer criminal intelligence information with the Indiana Intelligence Fusion Center if reasonable suspicion exists that the subject of the criminal intelligence information is involved with, or has knowledge of, possible criminal or terrorist activity and the criminal intelligence information is relevant to the criminal or terrorist activity (I.C. § 10-11-9-4).

### 420.3.3 SHARED INFORMATION RECORD

Criminal intelligence information associated with organized crime, narcotics, and vice crimes that is shared with or received from another agency shall be maintained in accordance with the established records retention schedule.

### 420.4 TEMPORARY INFORMATION FILE

**Best Practice**

No member may create or keep files on individuals that are separate from the approved criminal intelligence system. However, members may maintain temporary information that is necessary to actively investigate whether a person or group qualifies for entry into the department-approved criminal intelligence system only as provided in this section. Once information qualifies for inclusion, it should be submitted to the supervisor responsible for consideration of criminal intelligence system entries.

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#### 420.4.1 FILE CONTENTS

State MODIFIED

A temporary information file may only contain information and documents that, within one year, will have a reasonable likelihood to meet the criteria for entry into an authorized criminal intelligence system.

Information and documents contained in a temporary information file:

- (a) Must only be included upon documented authorization of the responsible department supervisor.
- (b) Should not be originals that would ordinarily be retained by the Records Section or Evidence Room, but should be copies of, or references to, retained documents, such as copies of reports, Officer Reports, Elkhart County 911 Center records or booking forms.
- (c) Shall not include opinions. No person, organization or enterprise shall be labeled as being involved in crime beyond what is already in the document or information.
- (d) May include information collected from publicly available sources or references to documents on file with another government agency. Attribution identifying the source should be retained with the information.
- (e) Criminal intelligence information concerning a particular individual shall be collected and maintained only if grounds exist connecting the individual with known or suspected criminal activity and if the information is relevant to that activity (I.C. § 5-2-4-3).

Criminal intelligence information shall not be placed in a criminal history file, nor shall a criminal history file indicate or suggest that a criminal intelligence file exists on the individual to whom the information relates. Criminal history information may, however, be included in criminal intelligence files (I.C. § 5-2-4-2).

#### 420.4.2 FILE REVIEW AND PURGING

State MODIFIED

The contents of a temporary information file shall not be retained longer than one year. At the end of one year, the contents must be purged.

Criminal intelligence information shall be reviewed by the Chief of Police or designee under the Chief of Police's direction, at regular intervals to determine whether the grounds for retaining the information still exist. If not, the criminal intelligence information shall be destroyed (I.C. § 5-2-4-4).

#### **420.5 INFORMATION RECOGNITION**

Best Practice

Department members should document facts that suggest an individual, organization or enterprise is involved in criminal activity and should forward that information appropriately. Examples include, but are not limited to:

- (a) Gang indicia associated with a person or residence.
- (b) Information related to a drug-trafficking operation.



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- (c) Vandalism indicating an animus for a particular group.
- (d) Information related to an illegal gambling operation.

Department supervisors who utilize an authorized criminal intelligence system should work with the Training Lieutenant to train members to identify information that may be particularly relevant for inclusion.

### **420.6 RELEASE OF INFORMATION**

State **MODIFIED**

Department members shall comply with the rules of an authorized criminal intelligence system regarding inquiries and release of information.

Information from a temporary information file may only be furnished to department members and other law enforcement agencies on a need-to-know basis and consistent with the Records Maintenance and Release Policy (I.C. § 5-2-4-6).

When an inquiry is made by the parent or guardian of a juvenile as to whether that juvenile's name is in a temporary information file, such information should be provided by the supervisor responsible for the temporary information file, unless there is good cause to believe that the release of such information might jeopardize an ongoing criminal investigation.

When necessary to avoid imminent danger to life or property, the Department may disseminate an assessment of criminal intelligence information, with guidance from the Elkhart County Prosecutor's Office to (I.C. § 5-2-4-7):

- (a) A government official.
- (b) Another individual:
  - 1. Whose life or property is in imminent danger.
  - 2. Who is responsible for protecting the life or property of another person.
  - 3. Who may be in a position to reduce or mitigate the imminent danger to life or property.

### **420.7 CRIMINAL STREET GANGS**

Best Practice

The Investigation Division supervisor should ensure that there are an appropriate number of department members who can:

- (a) Testify as experts on matters related to criminal gangs, and maintain an above-average familiarity with:
  - 1. Criminal gang development (I.C. § 35-45-9-1).
  - 2. Criminal gang membership (I.C. § 35-50-2-15).
  - 3. Furthering or benefitting the criminal gang (I.C. § 35-45-9-3).
- (b) Coordinate with other agencies in the region regarding criminal gang-related crimes and information to include the Indiana Gang Network (INGangNetwork).

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- (c) Train other members to identify gang indicia and investigate criminal gang-related crimes.

### **420.8 TRAINING**

**Best Practice**

The Training Lieutenant should provide training on best practices in the use of each authorized criminal intelligence system to those tasked with investigating criminal organizations and enterprises. Training should include:

- (a) The protection of civil liberties.
- (b) Participation in a multi-agency criminal intelligence system.
- (c) Submission of information into a multi-agency criminal intelligence system or the receipt of information from such a system, including any governing federal and state rules and statutes.
- (d) The type of information appropriate for entry into a criminal intelligence system or temporary information file.
- (e) The review and purging of temporary information files.

## Mobile Audio/Video

### 422.1 PURPOSE AND SCOPE

**Discretionary**

The Goshen Police Department has equipped marked law enforcement vehicles with Mobile Audio/Video (MAV) recording systems to provide records of events and to assist officers in the performance of their duties. This policy provides guidance on the use of these systems.

#### 422.1.1 DEFINITIONS

**Best Practice**

Definitions related to this policy include:

**Activate** - Any process that causes the MAV system to transmit or store video or audio data in an active mode.

**In-car camera system and MAV system** - Synonymous terms that refer to any system that captures audio and video signals, that is capable of installation in a vehicle, and that includes at a minimum, a camera, microphone, recorder and monitor.

**MAV technician** - Personnel certified or trained in the operational use and repair of MAVs, duplicating methods, storage and retrieval methods and procedures, and who have a working knowledge of video forensics and evidentiary procedures.

**Recorded media** - Audio/video signals recorded or digitally stored on a storage device or portable media.

### 422.2 POLICY

**Best Practice**

It is the policy of the Goshen Police Department to use mobile audio/video technology to more effectively fulfill the mission of the Department and to ensure these systems are used securely and efficiently.

### 422.3 OFFICER RESPONSIBILITIES

**Discretionary** **MODIFIED**

Prior to going into service, each officer will properly equip him/herself to record audio and video in the field. At the end of the shift, each officer will follow the established procedures for providing to the Department any recordings or used media and any other related equipment. Each officer should have adequate recording media for the entire duty assignment. In the event an officer works at a remote location and reports in only periodically, additional recording media may be issued. Only Goshen Police Department identified and labeled media with tracking numbers is to be used.

At the start of each shift, officers should test the MAV system's operation in accordance with manufacturer specifications and department operating procedures and training.

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### 422.4 ACTIVATION OF THE MAV

**Best Practice** **MODIFIED**

The MAV system is designed to turn on whenever the vehicle's emergency lights, or a series of other of officer's actions are initiated. The system remains on until it is turned off manually. The audio portion is independently controlled and should be activated manually by the officer whenever appropriate.

#### 422.4.1 REQUIRED ACTIVATION OF THE MAV

**Best Practice**

This policy is not intended to describe every possible situation in which the MAV system may be used, although there are many situations where its use is appropriate. An officer may activate the system any time the officer believes it would be appropriate or valuable to document an incident.

In some circumstances it is not possible to capture images of the incident due to conditions or the location of the camera. However, the audio portion can be valuable evidence and is subject to the same activation requirements as the MAV. The MAV system should be activated in any of the following situations:

- (a) All field contacts involving actual or potential criminal conduct within video or audio range:
  - 1. Traffic stops (including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops)
  - 2. Priority responses
  - 3. Vehicle pursuits
  - 4. Suspicious vehicles
  - 5. Arrests
  - 6. Vehicle searches
  - 7. Physical or verbal confrontations or use of force
  - 8. Pedestrian checks
  - 9. Operating while intoxicated (OWI) investigations, including field sobriety tests
  - 10. Consensual encounters
  - 11. Crimes in progress
  - 12. Responding to an in-progress call
- (b) All self-initiated activity in which an officer would normally notify Elkhart County 911 Center
- (c) Any call for service involving a crime where the recorder may aid in the apprehension and/or prosecution of a suspect, including:

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1. Domestic or family violence
  2. Disturbance of the peace
  3. Offenses involving violence or weapons
- (d) Any other contact that becomes adversarial after the initial contact, in a situation that would not otherwise require recording
- (e) Any other circumstance where the officer believes that a recording of an incident would be appropriate

Activation of the MAV system is not required when exchanging information with other officers during breaks or lunch periods or when not in service or not actively on patrol.

### 422.4.2 CESSATION OF RECORDING

**Best Practice**

Once activated, the MAV system should remain on until the incident has concluded. For the purpose of this section, conclusion of an incident has occurred when all arrests have been made, arrestees have been transported and all witnesses and victims have been interviewed. Recording may cease if an officer is simply waiting for a tow truck or a family member to arrive, or in other similar situations.

### 422.4.3 SURREPTITIOUS RECORDING

**Best Practice**

No member of this department may surreptitiously record a conversation of any other member of this department except with a court order or when lawfully authorized by the Chief of Police or the authorized designee for the purpose of conducting a criminal or administrative investigation.

### 422.4.4 SUPERVISOR RESPONSIBILITIES

**Best Practice**

Supervisors should determine if vehicles with non-functioning MAV systems should be placed into service. If these vehicles are placed into service, the appropriate documentation should be made, including notification of Elkhart County 911 Center.

At reasonable intervals, supervisors should validate that:

- (a) Beginning and end-of-shift recording procedures are followed.
- (b) Logs reflect the proper chain of custody, including:
  1. The tracking number of the MAV system media.
  2. The date the media was issued.
  3. The name of the department member or the vehicle to which the media was issued.
  4. The date the media was submitted for retention.

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5. The name of the department member submitting the media.
  6. Holds for evidence indication and tagging as required.
- (c) The operation of MAV systems by new members is assessed and reviewed no less than biweekly.

When an incident arises that requires the immediate retrieval of the recorded media (e.g., serious crime scenes, officer-involved shootings, department-involved traffic accidents), a supervisor shall respond to the scene and ensure that the appropriate person properly retrieves the recorded media. The media may need to be treated as evidence and should be handled in accordance with current evidence procedures for recorded media.

Supervisors may activate the MAV system remotely to monitor a developing situation, such as a chase, riot or an event that may threaten public safety, officer safety or both, when the purpose is to obtain tactical information to assist in managing the event. Supervisors shall not remotely activate the MAV system for the purpose of monitoring the conversations or actions of an officer.

### 422.5 REVIEW OF MAV RECORDINGS

Best Practice MODIFIED

All recording media, recorded images and audio recordings are the property of the Department. Dissemination outside of the Department is strictly prohibited, except to the extent permitted or required by law.

To prevent damage to, or alteration of, the original recorded media, it shall not be copied, viewed or otherwise inserted into any device not approved by the Department, MAV technician or forensic media staff. When reasonably possible, a copy of the original media shall be used for viewing (unless otherwise directed by the courts) to preserve the original media.

Recordings may be reviewed in any of the following situations:

- (a) By officers for use when preparing reports or statements, except situations of Officer Involved Shootings or in-custody deaths.
- (b) By a supervisor investigating a specific act of officer conduct
- (c) By a supervisor to assess officer performance
- (d) To assess proper functioning of MAV systems
- (e) By department investigators who are participating in an official investigation, such as a personnel complaint, administrative inquiry or a criminal investigation
- (f) By department personnel who request to review recordings
- (g) By an officer who is captured on or referenced in the video or audio data, and reviews and uses such data for any purpose relating to his/her employment
- (h) By court personnel through proper process or with the permission of the Chief of Police or the authorized designee
- (i) By the media through proper process

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- (j) To assess possible training value
- (k) For training purposes. If an involved officer objects to showing a recording, his/her objection will be submitted to the command staff to determine if the training value outweighs the officer's objection
- (l) As may be directed by the Chief of Police or the authorized designee

Members desiring to view any previously uploaded or archived MAV recording should submit a request in writing to the Shift Captain. Approved requests should be forwarded to the MAV technician for processing.

In no event shall any recording be used or shown for the purpose of ridiculing or embarrassing any member.

#### 422.6 DOCUMENTING MAV USE

**Best Practice** **MODIFIED**

If any incident is not recorded with either the video or audio system, the failure of that recording shall be documented in the officer's report. If a citation is issued, the officer shall make a notation on the back of the records copy of the citation indicating that the incident was not recorded.

#### 422.7 RECORDING MEDIA STORAGE AND INTEGRITY

**Best Practice**

Once submitted for storage, all recording media will be labeled and stored in a designated secure area.

All recordings shall be retained in an unaltered and unobscured condition for at least 190 days. Recordings shall be retained for longer periods as follows (I.C. § 5-14-3-5.3):

- (a) As provided in I.C. § 5-14-3-5.1 for at least two years upon written request:
  - 1. Of a person who is depicted or whose property is depicted in the recording.
  - 2. Of a victim.
- (b) For at least two years if a formal or informal complaint is filed regarding a law enforcement activity as provided in I.C. § 5-14-3-2(j).
- (c) Until the final disposition of all appeals and an order from the court if a recording is used in a criminal, civil, or administrative proceeding.

The Goshen Police Department may retain a recording for training purposes for any length of time (I.C. § 5-14-3-5.3).

##### 422.7.1 COPIES OF ORIGINAL RECORDING MEDIA

**Best Practice**

Original recording media shall not be used for any purpose other than for initial review by a supervisor. Upon proper request, a copy of the original recording media will be made for use as authorized in this policy.

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Original recording media may only be released in response to a court order or upon approval by the Chief of Police or the authorized designee. In the event that an original recording is released to a court, a copy shall be made and placed in storage until the original is returned. **Copies shall be maintained in the same manner as the original recordings.**

#### 422.7.2 MAV RECORDINGS AS EVIDENCE

##### Best Practice

Officers who reasonably believe that a MAV recording is likely to contain evidence relevant to a criminal offense or to a potential claim against the officer or against the Goshen Police Department should indicate this in an appropriate report. Officers should ensure relevant recordings are preserved.

#### 422.8 SYSTEM OPERATIONAL STANDARDS

##### Discretionary

- (a) MAV system vehicle installations should be based on officer safety requirements and the vehicle and device manufacturer's recommendations.
- (b) The MAV system should be configured to minimally record for 30 seconds prior to an event.
- (c) The MAV system may not be configured to record audio data occurring prior to activation.
- (d) Unless the transmitters being used are designed for synchronized use, only one transmitter, usually the primary initiating officer's transmitter, should be activated at a scene to minimize interference or noise from other MAV transmitters.
- (e) Officers using digital transmitters that are synchronized to their individual MAVs shall activate both audio and video recordings when responding in a support capacity. This is to obtain additional perspectives of the incident scene.
- (f) With the exception of law enforcement radios or other emergency equipment, other electronic devices should not be used inside MAV-equipped law enforcement vehicles to minimize the possibility of causing electronic or noise interference with the MAV system.
- (g) Officers shall not erase, alter, reuse, modify or tamper with MAV recordings. Only a supervisor, MAV technician or other authorized designee may erase and reissue previous recordings and may only do so pursuant to the provisions of this policy.
- (h) To prevent damage, original recordings shall not be viewed or otherwise inserted into any device not approved by the Department, MAV technician or forensic media staff.

#### 422.9 MAV TECHNICIAN RESPONSIBILITIES

##### Discretionary

The MAV technician is responsible for:

- (a) Ordering, issuing, retrieving, storing, erasing and duplicating of all recorded media.



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### *Mobile Audio/Video*

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- (b) Collecting all completed media for oversight and verification of wireless downloaded media. Once collected, the MAV technician:
  - 1. Ensures it is stored in a secure location with authorized controlled access.
  - 2. Makes the appropriate entries in the chain of custody log.
- (c) Erasing of media:
  - 1. Pursuant to a court order.
  - 2. In accordance with the established records retention schedule, including reissuing all other media deemed to be of no evidentiary value.
- (d) Assigning all media an identification number prior to issuance to the field:
  - 1. Maintaining a record of issued media.
- (e) Ensuring that an adequate supply of recording media is available.
- (f) Managing the long-term storage of media that has been deemed to be of evidentiary value in accordance with the department evidence storage protocols and the established records retention schedule.

#### **422.10 TRAINING**

##### **Best Practice**

All members who are authorized to use the MAV system shall successfully complete an approved course of instruction prior to its use.

# Suspicious Activity Reporting

## 429.1 PURPOSE AND SCOPE

### Best Practice

This policy provides guidelines for reporting and investigating suspicious and criminal activity.

### 429.1.1 DEFINITIONS

#### Best Practice

Definitions related to this policy include:

**Involved party** - An individual who has been observed engaging in suspicious activity, as defined in this policy, when no definitive criminal activity can be identified, thus precluding the person's identification as a suspect.

**Suspicious activity** - Any reported or observed activity that a member reasonably believes may have a nexus to any criminal act or attempted criminal act, or to foreign or domestic terrorism. Actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability should not be considered as factors that create suspicion (although these factors may be used as specific suspect descriptions). Examples of suspicious activity [that should be reported through Nationwide Suspicious Activity Reporting Initiative](#) may include but are not limited to:

- Suspected pre-operational surveillance or intelligence gathering (e.g., photographing security features, asking questions about sensitive security-related subjects).
- Tests of security measures and response to incidents (e.g., "dry run," creating false alarms, attempts to enter secure areas without authorization).
- Suspicious purchases (e.g., purchasing large quantities of otherwise legal items, such as fertilizer, that could be used to create an explosive or other dangerous device).
- An individual in possession of such things as a hoax explosive or dispersal device, sensitive materials (e.g., passwords, access codes, classified government information), or coded or ciphered literature or correspondence.
- [Cyberattacks on critical computer or technology equipment.](#)
- [Unusual aviation activity \(e.g., learning to operate, or operating an aircraft, or interfering with the operation of an aircraft in a manner that poses a threat to persons or property and that would arouse suspicion of terrorism or other criminal behavior\).](#)
- [Damaging, manipulating, defacing, or destroying part of a facility/infrastructure or secured protection site.](#)

**Suspicious Activity Report (SAR)** - An incident report used to document suspicious activity. ~~Officers Report and additionally adding it to the brief sheet, and notification the proactive Investigations Team (P.I.T.) used to document suspicious activity.~~

## 429.2 POLICY

### Best Practice

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The Goshen Police Department recognizes the need to protect the public from criminal conduct and acts of terrorism, and shall lawfully collect, maintain and disseminate information regarding suspicious activities, while safeguarding civil liberties and privacy protections.

#### **429.3 RESPONSIBILITIES**

**Best Practice** **MODIFIED**

The Investigation Division Chief and authorized designees will manage SAR activities. Authorized designees should include supervisors who are responsible for department participation in criminal intelligence systems as outlined in the Criminal Organizations policy.

The responsibilities of the Investigation Division Chief include, but are not limited to:

- (a) Remaining familiar with those databases available to the Department that would facilitate the purpose of this policy.
- (b) Maintaining adequate training in the area of intelligence gathering to ensure no information is being maintained that would violate the law or civil rights of any individual.
- (c) Ensuring a process is available that would allow members to report relevant information. The process should be designed to promote efficient and quick reporting, and should not be cumbersome, duplicative or complicated.
- (d) Ensuring that members are made aware of the purpose and value of documenting information regarding suspicious activity, as well as the databases and other information resources that are available to the Department.
- (e) Ensuring that SAR information is appropriately disseminated to members in accordance with their job responsibilities which include the informing of other agencies.
- (f) Coordinating investigative follow-up, if appropriate.
- (g) Coordinating with any appropriate agency or fusion center.
- (h) Ensuring that, as resources are available, the Department conducts outreach that is designed to encourage members of the community to report suspicious activity and that outlines what they should look for and how they should report it (e.g., website, public service announcements).

#### **429.4 REPORTING AND INVESTIGATION**

**Best Practice**

Any department member receiving information regarding suspicious activity should take any necessary immediate and appropriate action, including a request for tactical response or immediate notification of specialized entities, when applicable. Any civilian member who receives such information should ensure that it is passed on to an officer in a timely manner.

If the suspicious activity is not directly related to a reportable crime, the member should prepare a SAR and include information about involved parties and the circumstances of the incident. If, during any investigation, an officer becomes aware of suspicious activity that is unrelated to the

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current investigation, the information should be documented separately in a SAR and not included in the original incident report. The report number of the original incident should be included in the SAR as a cross reference. A SAR should be processed as any other incident report.

#### **429.5 HANDLING INFORMATION**

**Best Practice** **MODIFIED**

The Records Section will forward copies of SARs, in a timely manner, to the following:

- Investigation Division supervisor
- P.I.T.
- Other authorized designees

# Forensic Genetic Genealogy

## 608.1 PURPOSE AND SCOPE

### Best Practice

This policy provides guidance for the use of forensic genetic genealogy (FGG) to generate investigative leads.

### 608.1.1 DEFINITIONS

#### Best Practice

Definitions related to this policy include:

**Combined DNA Index System (CODIS)** - An FBI computer software program that operates deoxyribonucleic acid (DNA) profile databases for law enforcement use.

**DNA typing laboratory** - A laboratory that analyzes biological samples, including extracted DNA, in order to provide various DNA profile types. State or local crime labs are generally not equipped to provide single nucleotide polymorphism (SNP) DNA profiles; therefore, the use of private DNA typing laboratories is often necessary for FGG.

**Extracted DNA** - The DNA isolated from a biological sample remaining after previous DNA testing has been completed.

**Forensic genetic genealogy (FGG)** - The process of obtaining a SNP DNA profile from a biological sample collected during an investigation; uploading the profile to a genetic genealogy site for comparison to the consumer profiles in the site's database to identify genetic relatives; and using the identified genetic relationships, as well as traditional genealogy research, to generate investigative leads.

**Genetic genealogist** - A genealogist who uses DNA testing with traditional genealogical research methods to assist law enforcement or private clients in identifying biological relatives of an individual.

**Genetic genealogy site** - A database of DNA profiles voluntarily submitted by public consumers for the purpose of identifying genetic relatives. The availability of genetic genealogy sites for law enforcement use varies depending on their terms of service.

**Short tandem repeat (STR) DNA profile** - The results of DNA typing in a format that can be processed through CODIS and state DNA databases. This is the type of DNA used in conventional non-FGG law enforcement investigations.

**Single nucleotide polymorphism (SNP) DNA profile** - The results of DNA typing in a format that enables an unknown DNA sample to be compared to the DNA profiles maintained by a genetic genealogy site. This is the DNA type used in FGG.

## 608.2 POLICY

### Best Practice

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The Goshen Police Department's use of FGG will be in coordination with prosecutors, the Elkhart County Homicide Unit, and other appropriate resources only in qualifying cases after reasonable conventional investigative methods have been pursued. Members will take reasonable steps to maintain the integrity of the FGG process and safeguard the privacy rights of individuals whose DNA profiles are analyzed.

#### **608.3 CRITERIA FOR FGG USE**

##### **Best Practice**

Before using FGG, the lead investigator should coordinate with the supervisor to determine whether the case meets the following requirements:

- (a) Biological evidence collected as part of the underlying investigation (or extracted DNA from the biological evidence) is available for additional testing and is reasonably believed to be attributable to:
  - 1. The perpetrator of an unsolved violent felony.
  - 2. The unidentified human remains of a suspected homicide victim.
  - 3. **The use for any other investigative purpose.**
- (b) All reasonable conventional investigative methods have been utilized and all reasonable investigative leads have been pursued (e.g., relevant case information entered in the National Missing and Unidentified Persons System (NamUs), ~~and~~ the Violent Criminal Apprehension Program (ViCAP) national database, **or any other similar databases.** ~~;~~
- (c) ~~An~~ STR DNA profile, **or other profile recognized in the scientific community**, has been developed from the biological evidence collected in the case and, absent unusual circumstances, has been uploaded to CODIS and any applicable state DNA database for comparison with negative results.

#### **608.4 COORDINATION**

##### **Best Practice**

Once a preliminary determination has been made that a case may qualify for the use of FGG, the lead ~~investigator~~ **investigating member** should consult with the appropriate prosecutor to address current and prospective legal issues and determine if a search warrant is required.

In the case of unidentified human remains, the lead investigator should also consult with the Elkhart County Homicide Unit.

#### **608.5 SUBMISSION OF SAMPLE**

##### **Best Practice**

The biological evidence or extracted DNA should be submitted to a DNA typing laboratory approved by the Department in order to obtain a SNP DNA profile.

Once a SNP DNA profile has been obtained from the biological evidence or extracted DNA, the lead investigating member should arrange for it to be compared to the SNP DNA profiles contained in one or more genetic genealogy sites to identify possible genetic relatives. The lead investigator should work with a qualified genetic genealogist as needed during this process.

## Forensic Genetic Genealogy

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When submitting a SNP DNA profile for comparison, the lead investigator or the authorized designee (e.g., assigned genetic genealogist) shall notify the genetic genealogy site that the request for comparison is from a law enforcement agency and confirm that the site's terms of service permit FGG for the type of case being investigated. The use of the SNP DNA profile and any subsequent comparison shall be limited to the original underlying investigation.

If at any time during the FGG process the case no longer meets the criteria for FGG use, the lead investigator should promptly notify the DNA typing laboratory, genetic genealogy site, and/or genetic genealogist to cease any further analysis and to return all evidence, data, and materials to the Department.

### 608.6 ANALYSIS OF FGG DATA

#### Best Practice

Once results of a comparison are received from a genetic genealogy site, the information should be evaluated by a genetic genealogist, who will assist the lead investigator in identifying potential investigative leads.

The lead investigator should promptly and diligently pursue each viable lead identified through the FGG process using traditional investigative methods. , ~~as appropriate,~~

~~to: (a) Eliminate an individual as a potential suspect in the case.~~

~~(b) Link an individual to the case as a potential suspect.~~

~~(c) Identify human remains.~~

### 608.7 COLLECTION OF THIRD-PARTY DNA SAMPLE

#### Best Practice

If it is determined that a third-party DNA sample (i.e., from a person not likely to be a suspect in the investigation) should be collected and analyzed for FGG, consent from the third party, [or a search warrant](#), should be obtained prior to collection.

If there is a reasonable belief that the integrity of the investigation would be compromised by seeking consent from the third party prior to collection, the lead investigator should consult with the prosecutor regarding applicable laws and procedures in both the jurisdiction of the investigation and the jurisdiction where the collection will occur, if different.

The use of a third-party DNA sample shall be limited to the original underlying investigation.

### ~~608.8 POST-IDENTIFICATION~~

#### Best Practice

~~Members shall not rely solely on FGG identification of a potential suspect for probable cause to make an arrest or obtain an arrest warrant. Unless there is sufficient evidence independent of the FGG data to support an arrest, a potential suspect identified through FGG should not be arrested until the suspect's identity is confirmed.~~

### Forensic Genetic Genealogy

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~~Members shall not rely solely on FGG to identify human remains unless there is sufficient evidence independent of the FGG data to declare the identification or confirmation testing has been completed.~~

~~Confirmatory DNA testing should be conducted by collecting a known DNA sample from the potential suspect or, in the case of unidentified human remains, from a close biological relative. This known DNA sample should be submitted for comparison to the original unknown STR DNA profile through conventional methods (e.g., in CODIS).~~

~~The lead investigator should consult with the prosecutor to determine the appropriate method of obtaining a known DNA sample.~~

~~Once the identity of a suspect or the identity of unidentified human remains has been confirmed through conventional DNA testing, the lead investigator should:~~

- ~~(a) Consult with the prosecutor to evaluate the entire investigative file for consideration of criminal charges or further investigation.~~
- ~~(b) If applicable, consult with the Elkhart County Homicide Unit for an amendment to a certificate of death.~~

#### ~~608.9 PRIVACY CONSIDERATIONS~~

##### ~~Best Practice~~

~~Members should make reasonable efforts to respect and protect the privacy of non-suspect genetic relatives identified through the FGG process. The names and identifying information of any non-suspect genetic relatives should not be included in official reports, probable cause declarations, or affidavits for search warrants and should not be disclosed unless otherwise required by law or court order.~~

~~The lead investigator should formally request that the SNP DNA profile be removed from all genetic genealogy sites upon identity confirmation and should retain a copy of the request for department records. The lead investigator should request that all case-related records and data provided to, or generated by, a genetic genealogist during the FGG process be returned to the Department.~~

#### ~~608.10 RETENTION OF DNA SAMPLES AND RELATED RECORDS~~

##### ~~Best Practice~~

~~Genetic information, including any derivative profiles and genetic genealogy site user information, should be retained in accordance with the established records retention schedule. The lead investigator should coordinate with the evidence room manager and provide adequate notice to the appropriate prosecutor's office before destroying any profiles or data obtained from the FGG process.~~

~~See the Evidence Room Policy for guidelines regarding biological evidence, including DNA samples.~~



# Department-Owned and Personal Property

## 700.1 PURPOSE AND SCOPE

### Discretionary

This policy addresses the care of department-owned property and the role of the Department when personal property or department-owned property is damaged or lost.

## 700.2 POLICY

### Discretionary

Members of the Goshen Police Department shall properly care for department property assigned or entrusted to them. Department-owned property that becomes damaged shall be promptly replaced. Members' personal property that becomes damaged during the performance of assigned duties will be reimbursed in accordance with this policy.

## 700.3 DEPARTMENT-ISSUED PROPERTY

### Discretionary

All property and equipment issued by the Department shall be documented in the appropriate property sheet or equipment log. Receipt of issued items shall be acknowledged by the receiving member's signature. Upon separation from the Department, all issued property and equipment shall be returned. Documentation of the return shall be acknowledged by the signature of a supervisor.

### 700.3.1 CARE OF PROPERTY

#### Best Practice

Members<sup>[KHI]</sup> shall be responsible for the safekeeping, serviceable condition, proper care, proper use, and replacement of department-owned property that has been assigned or entrusted to them. All stored and issued law enforcement-related equipment (e.g., firearms, civil disturbance gear, speed measuring devices) shall be maintained in a state of operational readiness by the member to whom it has been assigned or entrusted.

Intentional or negligent abuse or misuse of department-owned property may lead to discipline including but not limited to the cost of repair or replacement.

- (a) Members shall promptly report, through their chain of command, any loss, damage to, or unserviceable condition of any department-issued property or equipment.
  1. ~~The equipment manager (Training LT.)~~ A supervisor receiving such a report shall conduct an investigation and direct a memo to the appropriate Division Chief, which shall include the result of the investigation and whether misconduct or negligence caused the loss, damage, or unserviceable condition.
  2. A review by command staff should determine whether additional action is appropriate.

# Goshen Police Department

## Policy Manual

### *Department-Owned and Personal Property*

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- (b) The use of damaged or unserviceable property should be discontinued as soon as practicable, and the item replaced with a comparable item as soon as available and following notice to a supervisor.
- (c) Except when otherwise directed by competent authority or otherwise reasonable by circumstances, department-owned property shall only be used by those to whom it was assigned. Use should be limited to official purposes and in the capacity for which it was designed.
- (d) Department-owned property shall not be thrown away, sold, traded, donated, destroyed, or otherwise disposed of without proper authority.
- (e) ~~The equipment manager's~~ A supervisor's approval is required before any attempt to repair damaged or unserviceable property is made by a member.

#### 700.3.2 PROPERTY COORDINATOR RESPONSIBILITIES

Discretionary MODIFIED

The Chief of Police or the authorized designee should appoint a member who is responsible for developing procedures that include:

- (a) Developing and maintaining appropriate forms, checklists and logs to document property issuance, returns, inspections and inventories.
- (b) Conducting department property and equipment including inspections and inventories at least every six months during spring and fall inspections.
- (c) Maintaining accurate inventory and control records.

#### 700.4 PERSONAL PROPERTY

Discretionary MODIFIED

Carrying and/or using personal property or equipment on-duty requires prior written approval by the Chief of Police and the training division. The member should submit a request that includes a description of the property and the reason and length of time it will be used. Personal property of the type routinely carried by persons who are not performing law enforcement duties, and that is not a weapon, is excluded from this requirement.

The Department will not replace or repair costly items (e.g., jewelry, expensive watches, exotic equipment) that are not reasonably required as part of work.

#### 700.5 DAMAGE TO PROPERTY OF ANOTHER PERSON

Discretionary

Anyone who intentionally or unintentionally damages or causes to be damaged the real or personal property of another person while performing any law enforcement function shall promptly report the damage through their chain of command.

The supervisor receiving such a report shall conduct an investigation and direct a memo to the appropriate Division Chief, which shall include the result of the investigation and whether reasonable care was taken to prevent the loss, damage or unserviceable condition.

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## Policy Manual

### *Department-Owned and Personal Property*

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A review of the incident by command staff to determine whether misconduct or negligence was involved should be completed.

#### 700.5.1 DAMAGE BY PERSONNEL OF ANOTHER AGENCY

##### **Discretionary**

Personnel from another agency may intentionally or unintentionally cause damage to the real or personal property of the City of Goshen or of another person while performing their duties within the jurisdiction of this department. It shall be the responsibility of the department member present or the member responsible for the property to report the damage as follows:

- (a) A verbal report shall be made to the member's immediate supervisor as soon as circumstances permit.
- (b) A written report shall be submitted before the member goes off-duty or as otherwise directed by the supervisor.

The supervisor receiving such a report shall conduct an investigation and direct a memo to the appropriate Division Chief, which shall include the result of the investigation and whether misconduct or negligence caused the loss, damage or unserviceable condition.

# Personal Communication Devices

## 701.1 PURPOSE AND SCOPE

### Best Practice

The purpose of this policy is to establish guidelines for the use of mobile telephones and communication devices, whether issued or funded by the Department or personally owned, while on-duty or when used for authorized work-related purposes.

This policy generically refers to all such devices as Personal Communication Devices (PCDs) but is intended to include all mobile telephones, personal digital assistants (PDAs), wireless capable tablets and similar wireless two-way communications and/or portable Internet access devices. PCD use includes, but is not limited to, placing and receiving calls, text messaging, blogging and microblogging, emailing, using video or camera features, playing games and accessing sites or services on the Internet.

## 701.2 POLICY

### Best Practice

The Goshen Police Department allows members to utilize department-issued or funded PCDs and to possess personally owned PCDs in the workplace, subject to certain limitations. Any PCD used while on-duty, or used off-duty in any manner reasonably related to the business of the Department, will be subject to monitoring and inspection consistent with the standards set forth in this policy.

The inappropriate use of a PCD while on-duty may impair officer safety. Additionally, members are advised and cautioned that the use of a personally owned PCD either on-duty or after duty hours for business-related purposes may subject the member and the member's PCD records to civil or criminal discovery or disclosure under the Indiana Access to Public Records Act.

Members who have questions regarding the application of this policy or the guidelines contained herein are encouraged to seek clarification from supervisory staff.

## 701.3 PRIVACY EXPECTATION

### Best Practice

Members forfeit any expectation of privacy with regard to any communication accessed, transmitted, received or reviewed on any PCD issued or funded by the Department and shall have no expectation of privacy in their location should the device be equipped with location detection capabilities (see the Information Technology Use Policy for additional guidance).

## 701.4 DEPARTMENT-ISSUED PCD

### Best Practice MODIFIED

Depending on a member's assignment and the needs of the position, the Department may, at its discretion, issue or fund a PCD for the member's use to facilitate on-duty performance. Department-issued PCDs may not be used for personal business either on- or off-duty unless

# Goshen Police Department

## Policy Manual

### *Personal Communication Devices*

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authorized by the Chief of Police or the authorized designee. Such devices and the associated telephone number, if any, shall remain the sole property of the Department and shall be subject to inspection or monitoring (including all related records and content) at any time without notice and without cause.

#### **701.5 PERSONALLY OWNED PCD**

**Discretionary** **MODIFIED**

Members not receiving a department stipend may carry a personally owned PCD while on-duty, subject to the following conditions and limitations:

- (a) Permission to carry a personally owned PCD may be revoked if it is used contrary to provisions of this policy.
- (b) The Department accepts no responsibility for loss of or damage to a personally owned PCD.
- (c) The PCD and any associated services shall be purchased, used and maintained solely at the member's expense.
- (d) The device should not be used for work-related purposes unless there are no other means of communication (e.g., unavailability of radio communications). Members will have a reduced expectation of privacy when using a personally owned PCD in the workplace and have no expectation of privacy with regard to any department business-related communication.
  - 1. Members may use personally owned PCDs on-duty for routine administrative work as authorized by the Chief of Police.
- (e) The device shall not be utilized to record or disclose any department business-related information, including photographs, video or the recording or transmittal of any information or material obtained or made accessible as a result of employment or appointment with the Department, without the express authorization of the Chief of Police or the authorized designee.
- (f) Officers must realize their use of a personally owned PCD while at work or for work-related business may constitute consent for the Department to access the PCD to inspect and copy data to meet the needs of the Department, which may include litigation, Indiana Access to Public Records Act retention and release obligations and internal investigations. If the PCD is carried on-duty, members will provide the Department with the telephone number of the device.
- (g) All work-related documents, e-mails, photographs, recordings or other public records created or received on a member's personally owned PCD should be transferred to the Goshen Police Department and deleted from the member's PCD as soon as reasonably practicable but no later than the end of the member's shift.

#### **701.6 USE OF PCD**

**Best Practice**

The following protocols shall apply to all PCDs that are carried while on-duty or used to conduct department business:

# Goshen Police Department

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### *Personal Communication Devices*

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- (a) A PCD shall not be carried in a manner that allows it to be visible while in uniform, unless it is in an approved carrier.
- (b) All PCDs in the workplace shall be set to silent or vibrate mode.
- (c) A PCD may not be used to conduct personal business while on-duty, except for brief personal communications (e.g., informing family of extended hours). Members shall endeavor to limit their use of PCDs to authorized break times, unless an emergency exists.
- (d) Members may use a PCD to communicate with other personnel in situations where the use of radio communications is either impracticable or not feasible. PCDs should not be used as a substitute for, as a way to avoid, or in lieu of regular radio communications.
- (e) Members are prohibited from taking pictures, audio or video recordings or making copies of any such picture or recording media unless it is directly related to official department business. Disclosure of any such information to any third party through any means, **requires without** the express authorization of the Chief of Police or the authorized designee, may result in discipline.
- (f) Members will not access social networking sites for any purpose that is not official department business. **This restriction does not apply to a personally owned PCD used during authorized break times.**
- (g) Using PCDs to harass, threaten, coerce or otherwise engage in inappropriate conduct with any third party is prohibited. Any member having knowledge of such conduct shall promptly notify a supervisor.

#### **701.7 SUPERVISOR RESPONSIBILITIES**

**Best Practice** **MODIFIED**

The responsibilities of supervisors include, but are not limited to:

- (a) Ensuring that members under their command are provided appropriate training on the use of PCDs consistent with this policy.
- (b) Monitoring, to the extent practicable, PCD use in the workplace and taking prompt corrective action if a member is observed or reported to be improperly using a PCD.
  - 1. An investigation into improper conduct should be promptly initiated when circumstances warrant.
  - 2. Before conducting any administrative search of a member's personally owned device, supervisors shall consult with the Chief of Police or the authorized designee.

#### **701.8 OFFICIAL USE**

**Best Practice**

Members are reminded that PCDs are not secure devices and conversations may be intercepted or overheard. Caution should be exercised while utilizing PCDs to ensure that sensitive information

## *Personal Communication Devices*

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is not inadvertently transmitted. As soon as reasonably possible, members shall conduct sensitive or private communications on a land-based or other department communications network.

### **701.9 USE WHILE DRIVING**

State MODIFIED

The use of a PCD while driving can adversely affect safety, cause unnecessary distractions and present a negative image to the public. Officers operating emergency vehicles should restrict the use of these devices to the in-car hands free mode when dealing with matters of an urgent nature and should, where practicable, stop the vehicle at an appropriate location to use the PCD.

Officers shall not use a PCD as a text messaging device to write, send or read a text message or an electronic message while operating a motor vehicle, unless the device is used in conjunction with hands-free or voice-operated technology or the device is being used to contact a 9-1-1 system (I.C. § 9-21-8-59).

# Cash Handling, Security and Management

## 704.1 PURPOSE AND SCOPE

### Best Practice

This policy provides guidelines to ensure department members handle cash appropriately in the performance of their duties.

This policy does not address cash-handling issues specific to the Evidence Room and Informants policies.

## 704.2 POLICY

### Best Practice

It is the policy of the Goshen Police Department to properly handle and document cash transactions and to maintain accurate records of cash transactions in order to protect the integrity of department operations and ensure the public trust.

## 704.3 ~~PETTY~~ CASH FUNDS

### Best Practice

The Chief of Police shall select a member of the Department as the fund manager. This person is responsible for maintaining and managing petty cash funds. In the absence of the fund manager, the Chief of Police may delegate this responsibility to an authorized designee.

Each petty cash fund requires the creation and maintenance of an accurate and current transaction ledger and the filing of invoices, receipts, cash transfer forms and expense reports by the fund manager. **Each transaction ledger shall identify the initial balance, cash received, cash disbursed, and balance.**

## 704.4 ~~PETTY~~ CASH TRANSACTIONS

### Best Practice

The fund manager shall document all transactions on the ledger and any other appropriate forms. Each person participating in the transaction shall sign or otherwise validate the ledger, attesting to the accuracy of the entry. Transactions should include the filing of an appropriate receipt, invoice or cash transfer form. Transactions that are not documented by a receipt, invoice or cash transfer form require an expense report.

## 704.5 ~~PETTY~~ CASH AUDITS

### Best Practice

The fund manager shall perform **a review quarterly. ~~an audit no less than once every six months.~~** This **audit review** requires that the fund manager and at least one command staff member, selected by the Chief of Police, review the transaction ledger and verify the accuracy of the accounting. The fund manager and the participating member shall sign or otherwise validate the ledger attesting to the accuracy of all documentation and fund accounting. A discrepancy in the audit requires documentation by those performing the audit and an immediate reporting of the discrepancy to the Chief of Police.



# Goshen Police Department

## Policy Manual

### *Cash Handling, Security and Management*

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Transference of fund management to another member shall require a separate petty cash audit and involve a command staff member.

A separate audit of each petty cash fund should be completed on a random date, approximately once each year, by the Chief of Police or the City.

#### **704.6 ROUTINE CASH HANDLING**

**Best Practice** **MODIFIED**

Members who handle cash as part of their regular duties (e.g., evidence room managers, the Proactive Investigations Team supervisor, those who accept payment for department services) will discharge those duties in accordance with the procedures established for those tasks (see the Evidence Room and Informants policies).

#### **704.7 OTHER CASH HANDLING**

**Best Practice** **MODIFIED**

Members who, within the course of their duties, are in possession of cash that is not their property or that is outside their defined cash-handling responsibilities shall, as soon as practicable, verify the amount, summon another member to verify their accounting, and process the cash for safekeeping or as evidence or found property, in accordance with the Evidence Room Policy.

Cash in excess of \$250.00 requires immediate notification of a supervisor, special handling, verification and accounting by the supervisor. Each member involved in this process shall complete an appropriate report or record entry.

# Evidence 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 , 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:

# Goshen Police Department

## Policy Manual

### 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

## Evidence Storage

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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.

## Evidence Storage

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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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### Evidence Storage

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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

## Evidence Storage

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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



## Evidence Storage

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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**

# Goshen Police Department

## Policy Manual

### *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).

## Evidence Storage

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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 INVESTIGATIVE OR TRAINING AIDS

Members shall obtain written permission from the Chief of Police before using any evidentiary item or in-custody property item for department investigative or training purposes. Contraband items seized also require written permission from the county prosecutor's office.

The Evidence Room shall verify that the evidence item is from a final adjudicated case, or the in-custody item has exceeded the required retention period and owner notification requirements have been met, with exceptions noted, if any.

### ~~800.10~~ 800.11 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.

# 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~~ shall conduct a custody search of an individual immediately after ~~his/her arrest~~ the individual's 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.

# Goshen Police Department

## Policy Manual

### *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.



**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)

August 8, 2024

To: Goshen Board of Public Works and Safety  
From: Shannon Marks  
Subject: Resolution 2024-21 - Declaring Surplus and Authorizing the Disposal of Personal Property

The City's Technology Department wishes to dispose of personal property that is no longer needed or is unfit for the purpose for which it was intended. The items are worthless or of no market value.

Resolution 2024-21 is to declare the property as surplus and authorize its disposal in accordance with Indiana Code § 5-22-22-8 by demolishing or junking property that is worthless or of no market value.

**Suggested Motion:**

**Move to pass Resolution 2024-21 - Declaring Surplus and Authorizing the Disposal of Personal Property.**

**Goshen Board of Public Works and Safety  
Resolution 2024-21**

**Declaring Surplus and Authorizing the Disposal of Personal Property**

WHEREAS the City of Goshen Technology Departments has personal property that is no longer needed or is unfit for the purpose for which it was intended and wishes to dispose of the personal property.

WHEREAS the items are worthless or of no market value.

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

1. The personal property set forth in Exhibit A is declared as surplus property, hereinafter collectively referred to as “Surplus Property.”
2. City staff is authorized to dispose of the Surplus Property in accordance with Indiana Code § 5-22-22-8 by demolishing or junking Surplus Property that is worthless or of no market value, including recycling components where possible.
3. The Technology Department is further authorized to utilize Integra for hard drive destruction and disposal services.

PASSED by the Goshen Board of Public Works and Safety on August 8, 2024.

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

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

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

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

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

**EXHIBIT A**

**Surplus Property  
(Resolution 2024-21)**

147 – Hard drives  
1 – Power Supply  
1 – laptop (sans hard drive)  
2 – Mice  
1 – Meeting Owl Camera  
2 – sticks of RAM  
PROCESSOR - SPS# 704030-001  
SHARP EL-1801 CALCULATOR 9D033844  
(8) ASUS CABLES TOTAL  
USB SERIAL CABLE  
(2) ASUS SATA CABLES  
(3) MATROX CABLES  
(3) SERVER BOARD - CABLES  
(7) HDIMI MONITOR CABLES  
(1) AUDIO CABLES  
(3) VGA CABLE  
(6) SATA CABLES  
(1) MONITOR CABLE  
(1) SPEAKER CABLE  
(1) CASIO HANDHELD CALCULATOR  
(1) POSTAL SCALE  
SHARP EL-1197P III/ CALCULATOR 12 DIGET, PN: 9D028236



**CITY OF GOSHEN LEGAL DEPARTMENT**  
**Donald R. Shuler, Assistant City Attorney**

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August 6, 2024

To: Goshen Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Scoping Agreement with GM Development for Goshen New South Fire Station

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The City previously solicited sealed proposals seeking proposals and qualifications for the design, development, and build of the New South Fire Station. The proposals were received in April. Following interviews with the prospective teams submitting proposals, it was recommended that the City proceed with the team of GM Development, CORE Construction, and BKV Group; this recommendation was approved by the Goshen Redevelopment Commission on June 11, 2024.

The attached is a Scoping Agreement with GM Development for purposes of completing design and pre-construction services for the purpose of establish a guaranteed maximum price for the project, as well as completed construction documents. The costs of said Scoping Agreement will be included in the final Agreement for the construction of the New South Fire Station, unless the project is terminated.

**Suggested Motion:**

Move to approve the Scoping Agreement with GM Development as presented, and authorize the Mayor to execute the Scoping Agreement.

## **SCOPING AGREEMENT Goshen Fire Station**

This Scoping Agreement (Goshen Fire Station) (the "Agreement") is executed this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between GM Development Companies LLC (the "Developer"), and the 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 and the City of Goshen Redevelopment Commission (hereinafter collectively the "City").

### **1. Definitions**

**Contractor** shall mean CORE Construction.

**Documentation Costs** shall mean all fees, costs, and expenses incurred by Developer in connection with drafting and negotiating: (a) this Agreement; and (b) any other documents contemplated to be executed by this Agreement.

**Force Majeure** shall mean, with respect to a party: (a) an act or omission of the other party; or (b) any other cause that is not within the reasonable control of such party (including, without limitation: (i) unusually inclement weather; (ii) the unusual unavailability of materials, equipment, services or labor; (iii) epidemics, pandemics, and other public health circumstances resulting in a governmental declaration of a public health emergency; and (iv) utility or energy shortages or acts or omissions of public utility providers.

**Laws** shall mean all applicable: (a) laws, statutes, and/or ordinances; (b) governmental rules, regulations, and/or guidelines of or from: (i) governmental agencies, boards, commissions, or departments; and (ii) judicial, administrative, or regulatory bodies; and (c) judicial orders, consents, and/or decrees.

**Project** shall mean a new fire station and related infrastructure improvements to be constructed on the Project Site.

**Project Costs** shall mean the fees, costs, and expenses to be incurred in connection with the Project, including, without limitation: (a) the Documentation Costs; (b) the costs incurred in connection with the closing (to the extent that such costs are not included in the Documentation Costs); (c) the cost to develop and construct the Project in accordance with the terms and conditions of this Agreement, including all professional fees; (d) a reasonable and customary amount for contingencies; and (e) fees associated with the development and construction of the Project.

**Project Site** shall mean that certain real estate described generally in Exhibit A.

**Scoping Period** shall mean the period: (a) commencing on August 13, 2024; and (b) ending on the first to occur of: (i) the date that Developer delivers satisfactory scoping deliverables to the City; or (ii) the date that the City cancels the scoping process via written notification.

**2. Scoping Period Deliverables.** Subject to the terms and conditions of this Agreement, Developer and Contractor shall deliver the following deliverables upon the conclusion of the Scoping Period as more fully described in BKV Group's August 1, 2024 proposal to Developer for design services, which is attached to this Agreement as Exhibit B:

- (a) Proposed Project schedule
- (b) Guaranteed budget
- (c) Schematic and programming design documents

(d) Draft contract and/or financing documents

**3. Condition Failure.** If one or more of the conditions set forth in Section 2 is not, or cannot be, timely and completely satisfied, then, as its sole and exclusive remedy, City either may elect to: (i) waive satisfaction of the conditions and proceed to the public hearing; or (ii) terminate this Agreement by a written notice to Developer. Notwithstanding anything to the contrary set forth herein, Developer and City shall work diligently and in good faith to satisfy the conditions set forth in this Agreement.

**4. Plans, Budget, and Documents.** During the Scoping Period, Developer and Contractor shall provide all appropriate (a) budget documents demonstrating the proposed Project Costs, (b) necessary draft legal documents related to Developer's proposed contractual and/or financing solution, (c) design and programming documents, and (d) schedules to be approved by City.

**5. Insurance and Bonds.** During the Scoping Period, Developer and Contractor shall demonstrate its ability to acquire the required insurance and bonds to complete the Project.

**6. Payments.** City shall make no payments to Developer during the Scoping Period. Should City decide not to pursue the Project upon the completion of the Scoping Period, City shall reimburse Project Costs related to design services only, and City shall retain the rights to all design documents for its future benefit and use. City shall not reimburse Developer for Project Costs for budgeting, legal expenses, or any other activities or services not related to design services. Any such reimbursement shall be limited to the costs incurred by Developer pursuant to BKV Group's August 1, 2024 proposal for design services, which is attached to this Agreement as Exhibit B.

**7. City Covenants.** The covenants set forth in this Section shall apply during the Scoping Period.

(a) **Agreement Compliance.** City shall faithfully observe and perform all of its obligations under this Agreement.

(b) **Laws.** City shall comply with the Laws in connection with the performance of its obligations under this Agreement; and (ii) in its use and operation of the Project Site.

(c) **Assurances.** City shall adopt such resolutions, execute and deliver such instruments, and make any and all further assurances as reasonably may be necessary or proper: (i) to carry out the intention of this Agreement; (ii) to facilitate the performance of this Agreement; and/or (iii) in connection with assuring and confirming the rights and benefits provided to Developer.

**8. Developer Covenants.**

(a) **Filings.** Developer shall keep in full force and effect, without any violations by Developer, any and all filings or registrations required by the Laws in connection with the performance by Developer of its obligations under this Agreement.

(b) **Laws.** Developer shall comply with all Laws in connection with the performance of its obligations under this Agreement.

(c) **Business.** Prior to completion of the Scoping Period, Developer shall not make or permit to be made any material change in the character of its business as currently conducted.

**9. Authority Representations.** Each of Developer and City represents and warrants that:

(a) it has: (i) the power and authority to enter into this Agreement and perform its obligations hereunder; (ii) the power and authority to carry out the transaction contemplated by this Agreement; and (iii) complied with the Laws relating to such transaction;

(b) it has been authorized by proper action to execute and deliver this Agreement, and to perform its obligations hereunder;

(c) neither the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder: (i) violates any Law or the terms and conditions of any indenture, material agreement, or other instrument to which it is a party, or by which it or any of its properties or assets is bound; (ii) conflicts with, results in a breach of, or constitutes a default under any such indenture, agreement, or other instrument; or (iii) results in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature upon any of its properties or assets; and

(d) this Agreement, once executed, will be legal, valid, and binding.

In addition to the foregoing: (a) Developer represents and warrants that it is a limited liability company organized and existing under the laws of the State of Indiana; and (b) City represents and warrants that it is a public body organized and existing under the laws of the State of Indiana.

**10. Notice.** Any notice required or permitted to be given by either party to this Agreement shall be in writing, and shall be deemed to have been given when: (a) delivered in person to the other party; or (b) sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to Developer at 8561 N. County Road 175 E., Springport, IN 47386; and to City at 202 S. 5<sup>th</sup> St., Goshen, IN 46528, Attn: Mayor and at 204 E. Jefferson Street, Suite 2, Goshen, IN 46528, Attn: City Attorney. Either party may change its address for notice from time to time by delivering notice to the other party as provided in this Section.

**11. Assignment.** Neither Developer nor City shall: (a) assign this Agreement or any interest herein; or (b) delegate any duty or obligation hereunder. Notwithstanding any assignment or delegation: (a) the assigning or delegating party shall remain fully liable to perform all of its obligations under this Agreement; and (b) a consent by a party to any assignment or delegation shall not release the assigning or delegating party from such performance. Any transfer of this Agreement by operation of law (including, without limitation, a transfer as a result of merger, consolidation, or liquidation of Developer or City) shall constitute an assignment for purposes of this Agreement.

**12. Force Majeure.** Notwithstanding anything to the contrary set forth herein, if either party is delayed in, or prevented from, observing or performing any of its obligations (other than the obligation to pay money) under, or satisfying any term or condition of, this Agreement as a result of Force Majeure; then: (i) the party asserting Force Majeure shall deliver written notice to the other party; (ii) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (iii) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

**13. BOT Statute.** This Agreement is intended to be a scoping agreement authorized by Indiana Code §5-23. If and to the extent this Agreement is not such a public-private agreement, then this Agreement shall be deemed to: (a) include such terms not otherwise included; and (b) exclude such terms not otherwise excluded; as is necessary to cause this Agreement to be a public-private agreement.

**14. Miscellaneous.** This Agreement shall inure to the benefit of, and be binding upon, Developer and City, and their respective successors and assigns. This Agreement: (a) constitutes the entire agreement between Developer and City with respect to the subject matter hereof, and may be modified only by a written agreement executed by both Developer and City; (b) shall be governed by, and construed in accordance with, the laws of the State of Indiana; and (c) may be executed in separate counterparts, each of which shall be an original, but all of which together shall constitute a single instrument. The invalidity,



illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference.

[Signature Page Follows]

IN WITNESS WHEREOF, Developer and City have executed this Agreement on the date set forth in the introductory paragraph of this Agreement.

GM DEVELOPMENT COMPANIES LLC

By: \_\_\_\_\_  
Greg Martz, Sole Member

CITY OF GOSHEN, INDIANA by its  
Board of Public Works and Safety

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

GOSHEN REDEVELOPMENT COMMISSION

By: \_\_\_\_\_  
Brian Garber, President

## Exhibit A – Legal Description

A part of the north east quarter (NE  $\frac{1}{4}$ ) of section thirty-five (35), Township thirty-six (36) North, Range six (6) East, Elkhart County, Indiana more particularly described as follows:

Commencing at an iron stake in the center line of County Road Number 40 said iron stake being set in concrete and marking the north east (NE) corner of the north east quarter (NE  $\frac{1}{4}$ ) of section thirty-five (35) Township thirty-six (36) North , Range six (6) East, Elkhart County, Indiana; thence due west along the north line of the north east quarter of section thirty five and along the center line of County Road Number 40, sixteen and five tenths (16.5) feet to the place of beginning of this description; thence south zero (0) degrees one (1) minute east, one-thousand one hundred seventy-six and two tenths (1176.2) feet; then due west, two hundred forty-seven and five tenths (247.5) feet; thence south zero (0) degrees one (1) minute east, one hundred sixty-five (165) feet; thence due west, two thousand three hundred sixty-five and fifty-eight hundredths (2365.58) feet; thence north zero (0) degrees one (1) minute east, one thousand eleven and two tenths (1011.2) feet; thence due east, three hundred thirty (330) feet; thence north zero (0) degrees one (1) minute east, one hundred thirty (130) feet; thence due east, one thousand five hundred thirty-six (1536) feet; thence north zero (0) degrees one (1) minute east, two hundred (200) feet to a PK nail in the center line of County Road Number 40 and a point on the north line of the north east quarter of section thirty-five; thence due east along the north line of the north east quarter of section thirty-five and along the center line of County Road Number 40, seven hundred forty-six and thirty one-hundredths (746.31) feet to the place of beginning of this description.

Said above tract contains 70.088 acres of land.

Excepting that part used as legal public highways.

### LESS AND EXCEPTING:

A part of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section Thirty-five (35), Township Thirty-six (36) North, Range Six (6) East, Elkhart Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at a Harrison Monument marking the northeast corner of the Northeast  $\frac{1}{4}$  of said Section 35; thence South 89 degrees 56 minutes 24 seconds West (assumed bearing) along the north line of said Northeast  $\frac{1}{4}$ , a distance of 16.50 feet; thence South 00 degrees 03 minutes 00 seconds East along the west line of land owned by the City of Goshen (Instrument #98-013936), a distance of 362.51 feet to a rebar with cap marked Brads-Ko 0041 and the beginning of this description; thence

- 1) Continuing South 00 degrees 03 minutes 00 seconds East along said City of Goshen property, a distance of 799.07 feet to the northeast corner of said City land; thence
- 2) South 89 degrees 52 minutes 27 seconds West along the north line of said City land, a distance of 247.50 feet to a  $\frac{3}{4}$  inch rebar; thence
- 3) South 00 degrees 03 minutes 00 seconds East parallel with the east line of said Northeast  $\frac{1}{4}$  and the west line of said City land, a distance of 165.00 feet to a rebar with cap marked Brads-Ko SO484 in the south line of the North  $\frac{1}{2}$  of said Northeast  $\frac{1}{4}$ ; thence
- 4) South 89 degrees 52 minutes 27 seconds West along said south line, a distance of 2,358.51 feet to a rebar with cap marked Brads-Ko 0041 in the west line of said Northeast  $\frac{1}{4}$ ; thence
- 5) North 00 degrees 01 minute 03 seconds West along said west line, a distance of 999.59 feet to the southwest corner of land owned by Stephen E. and Virginia M. Ciesielski (Instrument #89 022529); thence

- 6) North 89 degrees 56 minutes 24 seconds East along the south line of said Ciesielski land and its easterly extension and parallel with the north line of said Northeast  $\frac{1}{4}$ , a distance of 331.60 feet to a rebar with cap marked Brads-Ko 0041 at the southeast corner of land owned by Phillip C. and April Nusbaum (Instrument #2001-24997); thence
- 7) North 00 degrees 17 minutes 24 seconds West along the east line of said Nusbaum land, a distance of 130.01 feet to the southwest corner of land owned by Donald E. and Elizabeth I. Thompson (Deed Record 268, Page 693); thence
- 8) North 89 degrees 56 minutes 24 seconds East parallel with the north line of said Northeast  $\frac{1}{4}$  and along the south line of said Thompson land and its easterly extension, a distance of 1,386.00 feet to the southeast corner of land owned by Max and Marilyn Joy Fiandt (Deed Record 259, Page 578); thence
- 9) South 00 degrees 17 minutes 24 seconds East along the southerly extension of the east line of said Fiandt land, a distance of 162.51 feet to a rebar with cap marked Brads-Ko 0041; thence
- 10) North 89 degrees 56 minutes 24 seconds East parallel with the north line of said Northeast  $\frac{1}{4}$ , a distance of 894.06 feet to the beginning. Containing 62.39 acres, more or less.

Subject to all other easements, restrictions and public rights-of-way of record.

Commonly known as: 17120 C.R. 40, Goshen, IN, 46526.  
(Parcel Number: 20-11-35-200-019.000-014)

**Mr. Greg Martz**  
**GM Development**  
**greg@gm-development.com**

**Re: Professional Services Proposal for  
Goshen New South Fire Station**

*August 1, 2024*

Dear Mr. Martz,

On behalf of BKV Group, thank you for the opportunity to provide this proposal for design services. We will handle overall Project Management of the design disciplines, as well as Architecture, Landscape Architecture, Interior Design, and Structural/ Mechanical/ Electrical Engineering with our in-house staff. We understand that GM Development has contracted directly with a civil engineer, with whom we will coordinate our efforts. We will also coordinate with your Construction Manager, CORE Construction.

Outlined below is the Scope of Work, Scope of Services, Compensation, Schedule, and Payment Terms and Conditions based on your request.

## SCOPE OF WORK

The project scope consists of design, documentation, and construction administration services for a new 13,700 SF, three bay, six bunk fire station on 8.14 acres at 17120 County Road 40, Goshen, Indiana.

## SCOPE OF SERVICES

- A. **Schematic Design** – We will meet with the client team to confirm the space needs program and overall goals for the project are in alignment with the original goals and needs identified during the original study. It is assumed for this proposal that any changes to the original concept will be minor as we are currently 33% done with SD. We will conduct the following Workshops as described in the April 25<sup>th</sup> detailed proposal:
- o Workshop 1: Kick-off / Programming
  - o Workshop 2: Floor Plan Options / tweaks to original Concept
  - o Workshop 3: Revised Site / Floor Plans
  - o Workshop 4: Exterior Concept and Systems
  - o Workshop 5: Exterior Concept tweaks
  - o Workshop 6: Review Cost Estimate
- B. **Design Development** – At Notice to Proceed, the City will select a plan and elevation concept for the Storage Building to move forward with. BKV Group will lead the following workshops to discuss several aspects of the project in detail:
- o Workshop 7: Deep Dive into the Site
  - o Workshop 8: Deep Dive into the Dirty Side
  - o Workshop 9: Deep Dive into the Clean Site
  - o Workshop 10: Cost Control

- C. **Construction Documents** – During this phase, BKV Group will prepare technical drawings and specifications as necessary for permit approval, bidding, and construction. Disciplines included will be landscape architecture, architecture, interior design, structural engineering, mechanical engineering, and electrical engineering. BKV will conduct the following workshops:
  - o Workshop 11: Mid CDs I
  - o Workshop 12: Mid CDs II
  
- D. **Bidding Phase** – BKV Group will participate in a pre-bid walkthrough, will answer sub-contractor questions, review substitution requests, release Addenda and help review bids. BKV Group will help with the permitting process by submitting the drawings and answering any comments in a timely manner.
  
- E. **CA Phase** – During construction, BKV Group will review submittals, answer RFIs, review pay applications, and observe the progress of construction (we assume twelve site visits). Our scope also includes, preparing ASI's, reviewing CR's and PR's, preparation of the punch list, and an 11-month warranty walkthrough.

## COMPENSATION

The proposed total fee for the Scope of Work and Scope of Services as stated above is based on 8.26% of the estimated construction cost of \$5,300,000 and broken down as follows:

* Schematic Design already complete (33%)	\$ *21,670
Schematic Design remaining (67%)	\$ 44,000
Design Development	\$ 87,550
Construction Documents	\$ 175,110
Bidding	\$ 21,900
Construction Administration	\$ 87,550
<b>Total</b>	<b>\$ 416,110</b>

\*If substantial changes are required to the current floor plan or exterior concept, then the full Schematic Design fee would apply (the current discount of 33% = \$21,670 would no longer apply).

If the estimated construction cost increases from this assumption, we would request a commensurate increase in our fee.

Our fee proposal excludes civil engineering, surveying, geotechnical engineering, FF&E design/coordination, specialty foundations, A/V equipment design, cost estimating, sustainability services beyond those required by code, renderings (except one is included), and commissioning.

We anticipate incurring expenses for printing, postage, shipping, vehicular travel to the site, etc. These costs will be invoiced as they occur without markup.

## SCHEDULE

We anticipate that the design phases will last around 10 months (more if we are re-conceiving the plan and/or elevations), that bidding will take approximately 2 months, and that construction will take 12 months.

## PAYMENT TERMS AND CONDITIONS

Monthly Invoices – Services will be invoiced monthly as a percentage of work completed. Payments are to be made 30 days after receipt. Payments later than 30 days may be subject to interest charges at current prime rate plus 2%.

Additional Services – Work falling outside the outlined Scope of Services and agreed upon by the Owner and BKV Group will be considered “Additional Services” and shall be compensated using the hourly billing rates for the various technical levels. No work will be considered an Additional Service unless requested and approved, in writing, by the client or their representative.

Use of the Architect’s Instruments of Service – Drawings, specifications and other documents, including those in electronic form, prepared by the architect and the architect’s consultants are Instruments of Service for use solely with respect to this project and are not transferable to others without the architect’s written consent. The architect and the architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Dispute Resolution – Any claim, dispute or other matter in question arising out of or related to this agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the architect’s services, the architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

Project Termination – Should the project be terminated at any time by the Owner prior to completion of any phase, the architect will be compensated for any work completed up to the date of project termination.

## INDICATION OF APPROVAL

If the proposal is acceptable, please sign and date below as your approval to proceed with the work described above. Upon receiving an approved copy we will make arrangements with you to immediately begin the process, and will prepare a more comprehensive contract, the AIA Document B133 “Standard Form of Agreement Between Owner and Architect,” for review by your attorney.

\_\_\_\_\_

GM Development

\_\_\_\_\_

Date

Thank you again for the opportunity to provide this proposal. We look forward to working with you. Please feel free to contact me at your convenience should you have any questions about this proposal. I can be reached at 224.250.3878, or email: [hpittner@bkvgroup.com](mailto:hpittner@bkvgroup.com).

Sincerely,

BKV Group



Henry Pittner, AIA  
Partner, Government Practice Leader



Chris Sachse, AIA NCARB  
Partner, Senior Project Manager

Cc: Lois Nicholas, BKV Group  
Emily Rappe, BKV Group  
Kyle Yardley, BKV Group  
Craig Carter, BKV Group





## Department of Environmental Resilience

410 West Plymouth Avenue • Goshen, IN 46526  
Phone (574) 534-0076 • [www.goshenindiana.org](http://www.goshenindiana.org)  
Aaron Sawatsky-Kingsley, Department Head



Date: 8/6/2024

To: Goshen Board of Public Works and Safety

From: Environmental Resilience Department

Re: Contract with Bushelcraft Farms as a part of the IRA Urban & Community Forestry Initiative Agreement No. 24-CA-11132544-010-010 beginning 7/2/2024 and ending 4/30/2027

This is a workforce development contract with Bushelcraft Farm as presented in the Urban and Community Forestry Grant Agreement. Bushelcraft will provide workforce development to paid high-school student interns in disadvantaged districts. Bushelcraft will establish and maintain a tree nursery that will prioritize providing free tree stock to local municipalities and organizations. Federally purchased supplies and tree stock shall go exclusively to disadvantaged community districts in Elkhart County.

The maximum allowable wage expenses for reimbursement are \$232,632. Bushelcraft can access up to \$65,000 in non-plant supplies, \$11,100 in trees, shrubs, and plants, and \$10,000 for fencing. The City will act as the purchaser for supplies, plants, and fencing.

This project supports the State of Indiana Forest Action Plan to "Supplement workforce development through community programs that incentivize the unemployed, underemployed, and young people to participate in tree planting, care, and maintenance skills that foster an interest in a forestry career path. Support the development of tree worker pre-apprenticeship programs. Encourage professional certification and facilitate professional development opportunities for tree workers and cultivate a professional network of arboriculture professionals through training and volunteer opportunities with organizations such as the Indiana Arborist Association and Saluting Branches."

Environmental Resilience Requests approval of the contract between Bushelcraft and the City of Goshen totaling \$318,732.

Gina Leichty  
Mayor of Goshen

**AGREEMENT  
WITH BUSHELCRAFT FARM FOR ESTABLISHMENT OF  
ARBORICULTURE EMPLOYMENT TRAINING PROGRAM PER THE GRANT  
AGREEMENT BETWEEN CITY OF GOSHEN AND AMERICAN FORESTS**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2024, which is the last signature date set forth below, by and between **Bushelcraft Farm** (“Bushelcraft”), whose mailing address is 27751 CR 26, Elkhart, IN 46517, 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:

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order:

- (A) The executed grant agreement (attached and marked as Exhibit A);
- (B) This agreement.

**Section 1. Grant Implementation; Action Plan**

Bushelcraft’s main function shall be to develop and implement the Bushelcraft Farm Workforce Development program to connect people to forests and food.

Bushelcraft shall follow the below priorities from the Indiana Forest Action Plan<sup>1</sup> to guide implementation practices for the development of this program:

- (A) Supplement workforce development through community programs that incentivize the unemployed, underemployed, and young people to participate in tree planting, care and maintenance skills that foster an interest in a forestry career path. Support the development of tree worker pre-apprenticeship programs. Encourage professional certification and facilitate professional development opportunities for tree workers and cultivate a professional network of arboriculture professionals through training and volunteer opportunities with organizations such as the Indiana Arborist Association and Saluting Branches.
- (B) Recognize certified arborists and arboriculture as a skilled trade, improving safety, enhancing prosperity of green industry careers and improving the Indiana economy.
- (C) Make special effort to engage women and minorities in Forest Action Plan strategies and to develop more diversity among natural resource professionals in Indiana, especially seek to encourage connection to forests and trees among the most urban aspects of Indiana society.
- (D) Promote the importance of post-planting care and maintenance in growing healthy urban forest canopies.
- (E) Develop or expand educational programs for landscapers, private landowners and homeowners on invasive species and promotional campaigns on the negative consequences of those invasive species in the nursery trade (like Callery Pear and Burning Bush)
- (F) Connect people to forests, especially children and land-use decision makers, and coordinate education training and technical assistance.

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<sup>1</sup> Indiana Forest Action Plan 2020 Update (<https://www.in.gov/dnr/forestry/files/fo-Forest-Action-Plan2020.pdf>).

- (G) Support the creation of “food forests” in Indiana, especially those that use primarily native species and connect large numbers of people to trees and forests.
- (H) Significantly increase the size of Indiana’s urban forest canopy by developing community assistance programs and tools focusing on local governments partnering with stakeholders, including citizen scientists, volunteers, universities, and nonprofit organizations and private enterprise, to preserve and grow the urban canopy by policy implementation, low-impact development, maintaining existing trees, and planting new trees.
- (I) Promote the use of trees and urban forests in reducing carbon dioxide emissions, mitigating existing CO2, and meeting CO2/air quality goals where municipalities have set them.
- (J) Promote the benefits of native large canopy tree planting in meeting community tree canopy goals and supporting wildlife.

**Section 2. Bushelcraft’s Duties**

Bushelcraft shall provide City certain duties in full compliance of the terms of the executed grant agreement dated July 2, 2024, attached hereto, marked as Exhibit A, and incorporated herein, (hereinafter referred to as “Duties”)

Bushelcraft’s Duties under this agreement include:

- (A) Benefits of this grant are required to target disadvantaged community districts including hiring for workforce development, community activities and giveaways. Disadvantaged areas are Justice 40 districts and in areas identified in the EJScreen Mapping Tool—Environmental Justice Indicators—Toxic Releases to Air (80% and above) districts per mapping done by the City of Goshen in April 2024 and approved by American Forests. Appendix A provides a map and a list of specific district areas.
- (B) All worksites will have signage designating that their program is part of the USDA Forest Service Urban & Community Forestry Inflation Reduction Act. All press releases, promotional materials, and media (social media, radio, newspaper) will be in English and Spanish and acknowledge the program, including the advertisement of classes and training offered to the community. Local Spanish media will be included in each media release. In addition, each partner will list the grant affiliation on their website.
- (C) Bushelcraft is required to follow all Indiana laws, including Indiana code relating to nurseries: IC 14-23, IC 14-24
- (D) Bushelcraft will establish and maintain a tree nursery that will prioritize providing tree stock to local municipalities and organizations. Federally purchased supplies and tree stock shall go exclusively to disadvantaged community districts in Elkhart County.
- (E) Bushelcraft shall plant a minimum of 1,000 trees in the nursery annually. During Year 3, Bushelcraft will begin to transition to seed collection and other propagation techniques instead of growing from stock to provide a more sustainable propagation model.
- (F) Bushelcraft shall giveaway a minimum of 2,000 trees annually.
- (G) Bushelcraft Farm will provide workforce development and hire a minimum of 5 students and an older student supervisor the first year (within 2 months of the contract start and have students follow a 3-year track that focuses on developing a tree nursery and learning arboriculture and horticulture skills. Bushelcraft plans to graduate 5 by year 3.

- (H) Students will participate in 12 classes per year provided by the City of Goshen (staff and through grant resources) to learn tree biology, tree identification and selection, tree propagation, pruning, installation, value of trees, insects & diseases, diagnosis and treatment, urban forestry, and other topics in line with the certified arborist curriculum.
- (I) Workforce Development training and classes will follow a site-relevant pre and post-test model. Methodology and results will be reviewed using the continuous improvement model via quarterly coordination meetings among workforce Development partners and the City.
- (J) Bushelcraft shall not use federal funds to purchase supplies or plant materials that are used for revenue-generating activities.
- (K) Bushelcraft shall provide the City of Goshen and American Forests with documentation of expenses, accomplishments, deliverables, and evidence of disadvantaged community status quarterly and supplement as requested.
- (L) Bushelcraft shall provide timely invoices and documentation for payroll expenses related to this grant to be reimbursed by the City of Goshen not to exceed Two Hundred Thirty-Two Thousand Six Hundred Thirty-Two Dollars (\$232,632).
- (M) Requirement for native species and perennial species: All plants purchased should be native perennial plants. Some exceptions exist for human-edible plants that produce edible fruits or seeds, such as pears, apricots, or other fruit-bearing trees. Typical food-producing garden plants should not be purchased unless included in a Food Forest or other arboriculture “companion” planting. All plants should be appropriate for the northern Indiana climate.
- (N) No invasive plants shall be purchased or maintained at the nursery as determined by invasive species lists in Indiana, Ohio, Michigan, and Illinois.
- (O) Bushelcraft shall maintain records for four years after the close of the grant.
- (P) Wages submitted for reimbursement shall be submitted within 10 days of occurrence. All reimbursements must be submitted by May 15, 2027.
- (Q) A representative of Bushelcraft is required to attend monthly check-in meetings and quarterly coordination meetings among Workforce Development partners and the City. These meetings will be scheduled during regular business hours of Monday through Friday from 7:30 am to 3:30 pm (local time).
- (R) Bushelcraft shall submit all grant required documentation and participate in training mandated by the grant and American Forests. Documentation includes quarterly updates, and documentation of accomplishments, successes, challenges, and failures (on-going).

### **Section 3. City of Goshen’s Duties**

- (B) The grant also supports limited funds for educational materials, signs, and printing. The City, along with its partners, will determine the best use for these limited funds.
- (C) The City will work with Workforce Development partners to provide student educational materials and at least one forestry conference experience for students during the contract period.

- (D) The City will provide a map and a list of specific district areas listed as having Disadvantaged Community Status.
- (E) The City will check in monthly and engage partners in a quarterly meeting to review requirements, provide opportunities to collaborate, and share successes and challenges.
- (F) The City will act as the purchasing agent for supplies and follow the City’s procurement policies and procedures. The purchase of said trees, plants, and supplies shall be paid for through grant funds and are limited to specified amounts. Over the course of the three-year term of this agreement, Bushelcraft may incur the following expenses:

Non-plant supplies ..... up to \$65,000  
 Trees, shrubs, and plants ..... up to \$11,100  
 Fencing..... up to \$10,000

Supplies and expenses are written into the federal grant to support the workforce development program at Bushelcraft Farm. Supplies (types and quantities) and costs are limited to what was written in the grant budget narrative<sup>2</sup> and subject to American Forest approval (see below table). At the end of the grant, supplies/plants/fencing purchased for Bushelcraft’s use become the property of Bushelcraft Farms.

<b>Item</b>	<b>Description</b>	<b>Total Purchase Allotted</b>	<b>Cost per item Allotted</b>
Bareroot trees, shrubs, plants for nursery	Specifically, for public right of way, public spaces, backyard habitat, food forests	6000	\$4.00
Bare-root trees	Arbor Day, Graduation, giveaways	6000	\$0.50
Nursery irrigation Hoses	Per acre	20	\$190.00
Sprayer stands and heads	Per acre	20	\$312.00
Watering bags		500	\$17.15
Growing pots	for trees	6000	
Specialty pots	Pot-in-pot system	1000	\$6.00
Plastic tubing	Deer protection	6000	\$4.50
Topsoil & compost	Up to 40 CY	40 CY	\$50.00
Mulch		40 CY	\$40.00
Hand tools	shovels, pruners, rakes, wheelbarrows, other tools	1 site	\$2000
Tree Tagging Equipment	label makers and tags for identification	1	\$4,000
fertilizer tablets	per container	TBD	\$105
work shed	one at each site	1 site	\$2,000

<sup>2</sup> Additional items may be purchased for supplies based availability and cost as agreed upon by the parties. See Exhibit B for additional budgeting expenses.

**Section 4. Effective Date; Term**

This agreement shall be effective from August 8, 2024 through April 30, 2027.

**Section 5. Compensation**

(A) City will compensate Bushelcraft for payroll expenses for labor based on the standard hourly rates set forth below subject to labor market, experience, and actual hours worked, but in no event will the total compensation exceed \$232,632.

(B) Standard hourly rates subject to the agreement are as follows:

Farm Administrator (432 hours per year @ \$32.00 per hour; 3 years total).....	\$ 41,472
Nursery Supervisor (960 hours per year @21.00 per hour; 3 years total .....	\$ 60,480
Crew Leader (720 hours per year @ \$18.00 per hour; 3 years total) .....	\$ 38,880
Five (5) Students (480 hours per year @ \$12.75 per hour; 3 years total).....	<u>\$ 91,800</u>
Total payroll compensation not to exceed	\$232,632

**Section 6. Payment**

(A) City shall pay Bushelcraft 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 Bushelcraft. 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 Environmental Resilience  
410 E. Plymouth Road  
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) Bushelcraft is required to have a current W-9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

**Section 7. Ownership of Documents**

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

## **Section 8. Licensing/Certification Standards**

Bushelcraft certifies that it possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided pursuant to this agreement.

## **Section 9. Independent Contractor**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

## **Section 10. Non-Discrimination**

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

## **Section 11. Employment Eligibility Verification**

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program.

Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

## **Section 12. Contracting with Relatives**

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

## **Section 13. No Investment Activities in Iran**

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

## **Section 14. Indemnification**

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

## **Section 15. Force Majeure**

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

## **Section 16. Default**

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.



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

### **Section 17. Termination**

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all 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 Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

### **Section 18. Notice**

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

**City:**

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

**Contractor:**

Bushelcraft Farm  
Attention: Jon Zirkle, Executive Director  
27751 CR 26  
Elkhart, IN 46517-8572

**Section 19. Subcontracting or Assignment**

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

**Section 20. Amendments**

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

**Section 21. Waiver of Rights**

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

**Section 22. Applicable Laws**

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

**Section 23. Miscellaneous**

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

(C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

**Section 24. Severability**

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

**Section 25. Binding Effect**

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

**Section 26. Entire Agreement**

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

**Section 27. Authority to Execute**

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

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

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

**Bushelcraft Farm**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Jon Zirkle, Executive Director

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

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

**SUBAWARD GRANT AGREEMENT**  
**BETWEEN AMERICAN FORESTS AND CITY OF GOSHEN, INDIANA FOR**  
**INFLATION REDUCTION ACT**  
**URBAN & COMMUNITY FORESTRY INITIATIVE**

This Subaward Agreement (“**Subaward**” or “**Agreement**”) No. 24-CA-11132544-010-010 is entered into the [ **7/2/2024** ] by and between American Forests (“**American Forests**” or “**AF**”) and **City of Goshen, Indiana** (“**Subrecipient**”). American Forests and Subrecipient may be referred individually as “Party” or collectively as the “Parties.”

	<p><b>Name:</b> City of Goshen, Indiana (“<b>Subrecipient</b>”)</p> <p><b>Type of entity</b> [e.g., government, corporation, LLC, sole proprietor]: government</p> <p><b>State of incorporation, partnership, or formation:</b> Indiana</p>
<p><b>All Notices:</b>  1220 L Street, NW  Suite 750,  Washington, DC 20005  Attn: Meliha Aljabar</p>	<p><b>All Notices:</b>  Street: 202 S 5<sup>th</sup> St  City &amp; State: Goshen, IN  Zip: 46528-3703  Attn: Gina Leichty</p>
	<p>Subrecipient Unique Entity Identifier:  SN1FLHNTQJZ3</p>
<p>Federal awarding agency:</p>	<p>U.S. Department of Agriculture, Forest Service</p>
<p>Federal Award Identification Number (FAIN):</p>	<p>24-CA-11132544-010</p>
<p>Federal Assistance Listing</p>	<p>10.727, Inflation Reduction Act Urban &amp; Community Forestry</p>
<p>Federal Award date:</p>	<p>01/10/2024</p>
<p>Project Title:</p>	<p>Connecting People to Forests and Food</p>

Project description:	This project proposes to develop an Elkhart County, Indiana area arboriculture employment training program focused on at-risk youth to increase the number of professionals who can support growing regional urban tree canopy programs; expand regional inventories of trees and plants to support urban forestry and food forests; deliver public and business education programs on arboriculture training topics, positive health aspects of trees, and classes focused on growing, preparing, and enjoying fresh locally grown foods. Partners include the City of Goshen, The Crossing School of Business and Entrepreneurship, Bushelcraft Farm, and Mennonite Men.
Subaward Period of Performance Start and End Date:	[ 7/2/2024 ] - 4/30/2027
Subaward Budget Period Start and End Date	[ 7/2/2024 ] - 4/30/2027
Total amount of federal funds	\$1,000,000.00

## RECITALS

American Forests has been selected for the award of a federal financial assistance award from the United States Department of Agriculture, Forest Service ("Forest Service" or "the Agency"), in support of a project entitled Fostering Community-Led Action to Advance Tree Equity ("the Project") for which American Forests will serve as a pass-through entity for subawards.

The Agency has identified a project narrative and budget submitted by Subrecipient to the Agency to be of interest with regard to the Project and recommended that American Forests engage Subrecipient to perform such effort.

American Forests desires Subrecipient to perform certain work within the scope of the Project described above and as further described in Exhibit 1 hereto under the terms and conditions set forth below, and Subrecipient has expressed a willingness to perform such work.

NOW THEREFORE, American Forests hereby awards a cost reimbursable subaward to Subrecipient on the following agreed terms and conditions.

## ARTICLE I - DEFINITIONS

A. As used in this document, the words and phrases set forth below shall have the following meanings:

1. **"Forest Service"** or **"the Agency"** means the U.S. Department of Agriculture ("USDA"), Forest Service.
2. **"Grant"** and **"Grant Agreement"** means Cooperative Agreement No. 24-CA-11132544-010, between the Agency and American Forests, including all attachments, documents incorporated by reference, and amendments thereto.
3. **"Recipient"** means American Forests.
4. **"Subrecipient"** means an entity receiving a subaward from a pass-through entity ("recipient") to carry out a part of the "Grant".
5. **"Project"** is defined as the project described in the Grant Agreement and Subrecipient's project narrative.
6. **"Project Activities"** means all activities conducted by Subrecipient in furtherance of the Grant Purposes as part of the Project.
7. **"Purposes"** means the specific goals and purposes of this Project set forth in the Grant Agreement.
8. **"Subgrant"** means the funds granted to Subrecipient by American Forests and the restrictions on its use required by the Grant and Subgrant Agreements.
9. **"Subaward Grant Agreement," "Subaward Agreement,"** and **"this Agreement"** means this agreement between American Forests and Subrecipient.
10. **"Budget"** means the Subrecipient's budget for the Project as approved by the Agency.

The term "days" refers to calendar days unless otherwise specified.

**B.** All other capitalized terms shall have the definitions assigned to them in this Agreement or in 2 CFR Chapter 1, Part 200, section 200.1 *et seq.* unless it is clear from the usage that the Parties intended to assign a commonly used definition to such terms.

**C.** This award is subject to the 2 CFR Part 20, Subparts A through F, as adopted and supplemented by the USDA in 2 CFR Part 400.

## **ARTICLE II - INCORPORATION OF GRANT AGREEMENT**

American Forests makes this subgrant to Subrecipient subject to the Grant Agreement, which is incorporated by reference. Subrecipient acknowledges that it is a “subrecipient” under the Grant and agrees to comply with all provisions identified in the Grant as being applicable to, or required to be flowed down to, a “subrecipient” or “Non-Federal Entity”, as applicable under the Grant and applicable regulations.

## **ARTICLE III - AMOUNT AND TERM**

**A. AWARD AMOUNT:** This award is in the amount of \$1,000,000.00 subject to the requirement that Subrecipient incur and invoice for allowable costs as specified herein.

**B. TERM:** This subaward shall be effective upon full execution. Subgrant funds may not be used to support activities conducted prior to the Effective Date. This Subgrant Agreement is effective through 4/30/2027, or until terminated, whichever occurs first.

**C. ALLOWABLE COSTS:** Subrecipient shall not submit any costs that are unallowable under federal regulations (per [2 CFR Part 200, Subpart E](#)) or this Agreement for reimbursement. Costs that exceed the amount specified in subsection A above, are outside the Term specified in subsection B (except as expressly agreed otherwise by American Forests), or that lie outside the scope of the activities in Exhibits 1 and 2 are unallowable.

## **ARTICLE IV - PAYMENT**

**A. PAYMENT DISBURSEMENTS:** American Forests shall reimburse Subrecipient for the costs of Project Activities in accordance with the Budget. Such payments shall not exceed the amounts identified in the Budget for each line item by more than 10% without the prior written consent of American Forests. Indirect cost rates shall remain fixed throughout the term of this award based on the Budget. American Forests reserves the right to request and receive supporting documentation to substantiate payment requests and the amounts claimed, which shall be exercised in its sole discretion. Payment of invoices is contingent upon a determination by American Forests that the amounts being invoiced are allowable, allocable, and reasonable under applicable regulations. Notwithstanding the foregoing, Subrecipient must promptly refund any excess payments received from American Forests, including any costs determined unallowable by the Agency and/or through subsequent audit or investigation.

**B. USE OF GRANT FUNDS:** Subrecipient will use the Subgrant funds solely for the Purposes of this Agreement. Any interest earned by Subrecipient on the Subgrant funds shall be used by Subrecipient to cover Project Activities. Subrecipient will repay to American Forests any portion of the amount disbursed to Subrecipient that is not used for these Purposes.

**C. MATCH WAIVER:** The Urban & Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance that 100% of the work and funding will benefit disadvantaged communities, as defined by the tools and guidance provided by the Forest Service as of the date of signing this award. In the event the Forest Service updates or revises its tools or guidance,

the Parties shall confer as to whether all of the work and funding still will benefit qualifying disadvantaged communities. Subrecipient further shall certify in its bi-annual reports that the communities served qualify as “disadvantaged” in accordance with Forest Service tools and guidance. In the event the communities served no longer qualify as “disadvantaged” per such tools and guidance, this award may be terminated by American Forests.

## **ARTICLE V - REPORTING**

**A. SUBGRANT REPORTS:** Subrecipient agrees to provide American Forests with all documentation, reports, and other information necessary for American Forests to complete in a timely manner all reports required by the Grant as well as such other information reasonably requested in writing by American Forests, as further described in Exhibit 3.

**B. NARRATIVE REPORTS:** The narrative report shall describe accomplishments as of the date of the report, outlining activities undertaken, strategic choices that were made as a result of the Subgrant, and achievement of Subgrant purposes.

**C. FINANCIAL REPORTS:** The financial report shall reflect the expenditures of the Subgrant funds, and any income earned thereon, in accordance with the Budget, as of the end of the reporting period and cumulative across the Subgrant term. The reports also should address actual spending at the level of detail in the Budget, and an explanation of any variances.

**D. SUBGRANT REPORT FOLLOW-UP:** American Forests or the Agency may request conferences or meetings with Subrecipient to discuss details of the Subgrant Report(s), and American Forests or the Agency may require additional supporting documentation or clarifications to the Subgrant Report prior to the release of the next scheduled payment. Upon completion of the Subgrant, Subrecipient will submit a Final Subgrant Report.

**E. COMMUNICATIONS WITH AGENCY:** Subrecipient acknowledges that communications with the Agency should flow through American Forests. If Subrecipient and the Agency communicate directly with one another, Subrecipient will promptly notify American Forests of any substantive matters discussed which might impact American Forests’ administration of this Agreement or the Project.

**F. REPORTING OF FIRST TIER SUBAWARDS:** In accordance with Exhibit 6, Subrecipient agrees to provide American Forests with all information necessary for American Forests to complete in a timely manner all required reports, including the names and total compensation of each of Subrecipient’s five most highly compensated executives for the preceding completed fiscal year, or documentation that Subrecipient is exempt from such reporting.

## **ARTICLE VI - MONITORING**

**A.** American Forests may conduct monitoring to ensure Subrecipient capacity to effectively manage the project and administer the award funds, as well as to ensure compliance with federal regulations and all provisions of this Agreement and to verify that Subrecipient has in place effective internal controls to achieve these goals.

**B.** Monitoring will include an assessment of Subrecipient’s performance against the goals and performance standards of the Grant and as required herein.

**C.** As a part of its ongoing monitoring process, American Forests will evaluate Subrecipient’s progress and project goal attainment based on the required reports prepared by Subrecipient, as well as through regular



meetings and/or ongoing discussions with Subrecipient project staff. American Forests reserves the right to request and conduct an onsite visit as part of its monitoring plan, and will provide reasonable advance notice of such a visit.

**D.** American Forests may require additional monitoring and evaluation measures to ensure that Subrecipient fulfills the identified project goals and objectives and/or addresses any findings revealed during monitoring. Subrecipient shall adhere to any monitoring and evaluation plans developed and specifically required by American Forests as a result of monitoring activities.

## **ARTICLE VII - AUDITS AND MAINTENANCE OF RECORDS**

**A. BOOKS AND RECORDS:** Recordkeeping is subject to [2 CFR 200.334 - 200.338](#). Subrecipient shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement in sufficient detail to substantiate all expenditures related to this award. Subrecipient shall maintain these books and records for a period of at least three (3) years from final payment from American Forests.

**B. AUDIT:** Subrecipient is responsible for complying with the audit requirements in [2 CFR 200, Subpart F](#) and the Subrecipient shall furnish a copy of any such audit report to American Forests within 180 days of Subrecipient's year-end. Subrecipient shall give American Forests, the United States Comptroller General and the Agency, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Agreement (including the applicable records maintained by its contractors and sub-subrecipients) at any time. American Forests shall provide reasonable advance notice to Subrecipient in the event of its audit and shall undertake reasonable efforts to do so in the event of an audit by the Agency or its representative. Copies of requested documents shall be furnished at no cost to American Forests or the United States government representatives if requested.

**C. SINGLE AUDIT:** In accordance with [2 CFR 200.501\(a\)](#), non-federal entities that expend \$750,000 or more in federal awards from all funding sources during their fiscal year, must have a Single Audit conducted in accordance with [2 CFR 200.514](#). If Subrecipient has received a Single Audit for the preceding year, a copy shall be provided. Subrecipient agrees to have such an audit conducted if applicable. As a condition of this award, Subrecipient shall annually certify if its organization has been subject to the Single Audit requirement according to the above citations. Subrecipient shall provide a copy of any required Single Audit reports to American Forests within 180 days of Subrecipient's year-end.

## **ARTICLE VIII - COMPLIANCE WITH LAWS**

**A. APPLICABLE LAWS:** Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and applicable Agency guidance, and all provisions required thereby to be included herein are hereby incorporated by reference.

**B. PERMITS:** Subrecipient warrants that it and its subrecipients and subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for American Forests.

**C. INTERNAL CONTROLS:** Subrecipient shall establish and maintain effective internal controls over this award per [2 CFR 200.303](#) that provides reasonable assurance that Subrecipient is managing the effort in compliance with Federal statutes, regulations, and the terms and conditions of the Grant. Subrecipient shall monitor its performance and take prompt action when it identifies any instances of noncompliance.

## ARTICLE IX SUBCONTRACTING AND SUBAWARDING

**A. APPROVAL REQUIRED.** Subrecipient shall not issue any subcontracts or subawards under this Agreement without prior written approval from American Forests. Acceptance of a Budget that identifies specific subawards or subcontracts shall constitute such approval.

**B. PROCUREMENT:** Subrecipient shall comply with all procurement requirements, standards, and procedures in 2 CFR 200.310 through 2 CFR 200.327. Subrecipient shall follow the Procurement Guidelines to be provided by American Forests, which are based on the referenced regulations.

**C. FURTHER FLOWDOWN:** Subrecipient shall include in each lower-tier subaward or subcontract the appropriate flow-down clauses as required by this Subaward, the terms and conditions of the Grant, and [2 CFR Part 200, Appendix II](#).

## ARTICLE X - NONDISCRIMINATION

**A. NONDISCRIMINATION.** Subrecipient shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's characteristic(s) protected by federal, state, or local law.

**B. EQUAL OPPORTUNITY.** Subrecipient shall comply with Executive Order 11246, as amended and supplemented by regulations at 41 CFR Part 60 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973, and any other applicable federal and state anti-discrimination laws.

**C. PUBLICATION.** Subrecipient shall include the following statement in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding: **"This institution is an equal opportunity provider."**

## ARTICLE XI - SUBRECIPIENT'S COVENANTS

**A. DISCLOSURES:** Subrecipient agrees to disclose in writing to American Forests, in a timely manner: (1) any potential conflict of interest to the Agency or American Forests in accordance with Agency's conflict of interest policy per 2 CFR 400.2; and (2) all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Grant.

**B. CERTIFICATION OF ELIGIBILITY:** Subrecipient certifies that, to the best of its knowledge and belief, Subrecipient and its principals (referred to collectively in this Section as "Subrecipient Parties"):

1. are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;
2. are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism, and (ii) will not engage in transactions with, or provide resource or support to, any such individuals or organizations or anyone else associated with terrorism;
3. are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and

4. have not conducted, and will not conduct, their operations in violation of applicable Money Laundering Laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any and all jurisdictions to which the Subrecipient Parties, or any one of them, is subject, and no action or inquiry concerning money laundering by or before any authority involving any Subrecipient Party is pending.
5. Will ensure that none of the funds, including supplies and services, received under this Agreement will be provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

If Subrecipient becomes aware that it or any Subrecipient Party is subject to any of the above conditions during the Term of this award, Subrecipient must notify American Forests immediately. If American Forests determines that Subrecipient or any Subrecipient Party is subject to any of the above conditions, American Forests, may terminate this Agreement effective immediately, with no further obligation hereunder, including payment.

**C. INDEMNIFICATION:** To the extent permitted by law, Subrecipient shall indemnify American Forests for all claims, actions, damages or other losses (including reasonable attorneys' fees) ("Losses") arising out of Subrecipient's performance of this Agreement, except to the extent such Losses are caused by American Forests.

**D. INSURANCE:** Subrecipient shall maintain the following insurance coverage during the term of this Agreement:

1. **General Liability and Property Damage:** Subrecipient shall carry general liability insurance having all major divisions of coverage including, but not limited to:
  - Premises - Operations
  - Products and Completed Operations
  - Personal Injury Liability
  - Contractual LiabilityThe policy shall be on an occurrence form and limits shall not be less than:
  - \$1,000,000 Each Occurrence
  - \$2,000,000 General Aggregate
  - \$1,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal & Advertising Injury
2. **Automotive Liability:** Subrecipient shall carry automotive liability insurance covering all motor vehicles used by Subrecipient in connection with this Agreement. Coverage limits shall not be less than \$500,000 combined single limit.
3. **Workers Compensation:** Subrecipient shall carry workers' compensation insurance in accordance with the laws of the State in which the work is performed under this award.
4. **Certificate:** Subrecipient shall provide a certificate of insurance to American Forests within 30 days of the effective date of this Agreement and annually as requested. If Subrecipient is self-insured, Subrecipient shall provide written documentation verifying self-insured status.

**E. PROPERTY:** If work is to be performed on private (nonpublic) property, Subrecipient shall (i) ensure that permission for any such work is obtained from the owner(s) of such property; and (ii) secure an agreement from such owner(s) to hold harmless American Forests and the USDA Forest Service from all claims, suits, or

actions of every name, kind, and description, brought for, or on account of injuries to or death of any person, including any contractor or other party performing such work, or damage to any property of any kind whatsoever and to whomsoever belonging, or any sanctions, penalties, or claims of damages resulting from work being funded through this subaward. Subrecipient shall provide a copy of such agreement to American Forests upon request.

## **ARTICLE XII - TITLE AND USE OF INTELLECTUAL PROPERTY**

**A. NAMES, LOGOS, AND INSIGNIA:** The names and logos of the Parties and the Forest Service may not be used for any purpose without the prior express written permission of their owners. Subrecipient shall seek Agency consent (through American Forests) prior to use of Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production. Subrecipient shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award in accordance with [2 CFR 415.2](#).

**B. RIGHTS:** In performing the Grant Agreement and this Agreement, the Parties may produce documents, reports, data, studies, photographs, videos, maps, and the like, as well as product-specific documents (individually a "Work" and collectively "Works").

1. Unless otherwise required by the Agency or agreed to by the Parties in writing, the copyright and other intellectual property rights in any such Work will belong to the Party that produces the Work.
2. American Forests shall enjoy a perpetual, irrevocable, worldwide, unlimited use, non-exclusive, royalty-free right and license to reproduce, publish, incorporate, and otherwise use, and to authorize others to use, the Works of Subrecipient for any purpose, including to publish the results of the efforts under this Subgrant Agreement.
3. The Federal government reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, incorporate, or otherwise use, and to authorize others to use the Works for federal government purposes.

**C. DISTRIBUTION:** Except as set forth above, neither Party will publish or otherwise distribute the Work of the other Party without both the previous written consent of the other Party and crediting the other Party in such Work.

**D. USE OF PROPRIETARY INFORMATION:** The Parties anticipate that to perform under this Agreement, it might be necessary for either Party to transfer to the other information of a proprietary nature. Proprietary information shall be clearly identified in writing at the time of disclosure. Any such information shall not be used, published or divulged to any governmental entity, individual, organization or corporation, in any manner or for whatever purpose, except through the Party's previous written permission, which may be withheld by the respective Party at its sole discretion, or as required by law. Each Party will use reasonable efforts to protect the proprietary information of the other Party.

## **ARTICLE XIII - CLOSE-OUT PROCEDURES**

Subrecipient shall submit a final financial report, a Disposition Request for any equipment purchased, and any other documentation required or requested by the Forest Service within forty-five (45) days of the conclusion of its work under this Agreement, prior to final payment hereunder. The final expense report must include documentation of match if applicable. Final payment may be withheld until these requirements have been fulfilled and approved by American Forests.

## ARTICLE XIV- AMENDMENT AND TERMINATION OF AGREEMENT

**A. SUBGRANT MODIFICATIONS:** This Agreement, including all Exhibits, embodies the entire and complete agreement and understanding between the Parties. This Agreement may not be amended or modified, except as agreed to by the Parties in writing.

**B. TERMINATION:** Either Party may terminate this Subgrant Agreement at any time by giving sixty (60) days written notice to the other Party. If this Agreement is terminated pursuant to this article, Subrecipient will stop work as specified in the notice and will be entitled to payment in accordance with the payment provisions of this Agreement only for those services furnished prior to the effective date of termination. Subrecipient shall not place any orders or subgrants for materials, services, or facilities, except as may be necessary for the completion of such portion of the work as is not terminated. Nothing hereunder shall be construed to limit American Forests' right to terminate for default or non-compliance.

**C.** American Forests may terminate this Agreement with immediate effect through notice to Subrecipient in the event of: (i) termination or cancellation of the Cooperative Agreement by the Forest Service; (ii) a lapse or interruption of appropriations; or (iii) a determination by American Forests that the communities served do not qualify as "disadvantaged" per tools and guidance provided by the Forest Service. In such event, Subrecipient will stop work as specified in the notice and will be entitled to payment in accordance with the payment provisions of this Agreement only for those services furnished prior to the effective date of termination.

## ARTICLE XV - DEFAULT AND REMEDIES

**A. DEFAULT WITH OPPORTUNITY TO CURE:** If any of the following events of default occur without being cured within ten (10) days from the date that written notice of such default is received by Subrecipient from American Forests, American Forests, in its sole discretion, may terminate this Agreement:

1. The Agency's determination that Subrecipient has failed to achieve the Grant Purposes;
2. The Agency's determination that Subrecipient has failed to comply with all applicable provisions of the Grant Agreement; or
3. American Forests' determination that Subrecipient has failed to perform any one of Subrecipient's multiple obligations under this Agreement.

**B. DEFAULT RESULTING IN IMMEDIATE TERMINATION:** In the event of either of these occurrences, American Forests may, in its sole discretion, declare Subrecipient in default and terminate this Agreement immediately and Subrecipient shall have no right to cure such default:

1. Adoption of any strategy or policy by Subrecipient which willfully undercuts the effectiveness of American Forests' ability to achieve the Project outcome for which it is responsible under the Grant Agreement.
2. Misuse of funds by Subrecipient.

**C. DELAY OR FAILURE TO COMPLETE DELIVERABLES:** Subrecipient will provide written notice to American Forests of its failure to provide agreed-upon deliverables as soon as it becomes aware of its inability to complete deliverables on time. Failure to report data in a timely manner to the UCF IRA Accomplishment Reporting System shall be a failure to complete deliverables. If American Forests determines that Subrecipient's failure to complete deliverable(s) will result in significant barriers to achieve the Project outcomes, American Forests will give notice of such determination to Subrecipient and Subrecipient will provide an alternate strategy or deliverable to ensure success in achieving the Project outcomes, which may be accepted by

American Forests in its sole discretion. The alternate strategy or deliverable will be submitted to American Forests for approval by American Forests and the Agency. American Forests may, in its sole discretion, terminate this Agreement if Subrecipient fails to comply with this subsection or if American Forests determines that an alternate strategy or deliverable is not acceptable under the circumstances.

**D. REMEDIES:** If Subrecipient fails to cure any breach or default prior to the expiration of the ten (10) day notice period, American Forests may demand repayment of all or a portion of the amounts paid, or invoke any other remedy allowed by the Grant Agreement, this Agreement, or by law. All remedies provided in this agreement are distinct and cumulative to any other right or remedy under this agreement, or otherwise at law, and may be exercised concurrently, independently or successively.

## **ARTICLE XVI - DISPUTE RESOLUTION**

In the event of any dispute relating to this Agreement, the Parties shall explore a resolution of the dispute through informal discussions. If a dispute cannot be resolved informally within sixty (60) consecutive days, the Parties agree to terminate this Agreement. Following termination of this Agreement, Subrecipient shall complete all programmatic and financial reporting and return any unspent funds to American Forests.

## **ARTICLE XVII - EQUIPMENT**

**A.** If the Budget provides for the acquisition of equipment by Subrecipient, Subrecipient will comply with the procurement standards in [2 CFR 200.317-200.327](#).

**B.** To ensure that the federal interest in acquired equipment is properly recorded, Subrecipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. Subrecipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

**C.** Subrecipient shall inventory equipment acquired in part or in whole with Forest Service funds annually and submit a copy to American Forests. A final inventory shall be submitted for closeout. Subrecipient may use Tangible Personal Property Report Standard Forms (SF) 428.

**D.** Subrecipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should it determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. The Forest Service shall issue disposition instructions.

## **ARTICLE XVIII - MISCELLANEOUS PROVISIONS**

**A. PARAGRAPH TITLES:** The titles to the paragraphs of this Agreement are used solely for purposes of identification, and are not to be construed as affecting the meaning of the language of the paragraphs.

**B. NOTICE:** Whenever notice is required to be given under the terms of this Agreement, such notice shall be in writing and may be delivered in person or via e-mail, regular mail, courier, or overnight delivery service. Such notice will be deemed effective upon its receipt.

**C. RESPONSIBILITY:** Each Party shall be solely responsible for the actions and/or omissions of its employees, contractors, and agents in implementing the objective of this Agreement.

**D. NO JOINT VENTURE OR AGENCY:** The Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement. Neither Party will refer to or treat the arrangements under this Agreement as a legal partnership or take any action inconsistent with such intention. Neither Party may represent that it is acting as agent or representative of the other.

**E. FORCE MAJEURE:** Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if and to the extent such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), lapse of appropriated funds for the Agency, wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected.

**F. ASSIGNMENT:** Subrecipient may not assign or transfer its rights and obligations under this Subgrant Agreement without the prior written consent of American Forests.

**G. SEVERABILITY:** If any provision of this Agreement is held invalid, the other provisions herein shall not be affected thereby.

**H. GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the District of Columbia.

IN WITNESS WHEREOF this Agreement is executed on the date noted for each Party. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award.

BY AMERICAN FORESTS:

James A. Daley, President and CEO

DocuSigned by:  
  
AF729DAD8C5A40A...  
Signature

7/2/2024  
Date

BY SUBRECIPIENT:

Gina Leichty, Mayor

DocuSigned by:  
  
A36B413197FB498...  
Signature and title

7/2/2024  
Date

## **EXHIBITS**

This Agreement contains the following Exhibits:

- Exhibit 1: Scope of Work
- Exhibit 2: Budget
- Exhibit 3: Schedule of Reporting Requirements
- Exhibit 4: Financial Reporting Format
- Exhibit 5: Federal Subaward Terms
- Exhibit 6: FFATA (Attachment B to CA)
- Exhibit 7: Whistleblower (Attachment C to CA)



## EXHIBIT 1 SCOPE OF WORK

### 1. Project Scope Alignment:

The Elkhart County area has an inadequate number of arboriculture professionals and nursery supplies to meet the demands of local municipalities. Although Goshen has taken the step to inventory and quantify its canopy cover, it has been difficult to substantially increase canopy due to lack of nurseries and stock, the need for arboriculture public education opportunities, and high demand for arboriculture professionals in the area to care for trees.

The City of Goshen Environmental Resilience Department is seeking funding to partner with The Crossing School of Business and Entrepreneurship, Bushelcraft Farm, and Mennonite Men. The Crossing School teaches tree pruning and removal in their XTreme Tree Service micro-business. Bushelcraft Farm is an educational farm that provides experiences for at-risk youth and the community access to healthy food. Both programs offer paid internships for students. The City of Goshen will provide professionals to teach tree biology, tree identification and selection, tree propagation, pruning, installation, value of trees, insects & diseases, diagnosis and treatment, urban forestry, and other topics in line with the certified arborist curriculum. Mennonite Men will partner to include students in the planning and organizing of large-scale tree plantings which is also a unique skill. The additional coursework expands their opportunities for gainful employment and choice of arboriculture professions.

Both programs will work to establish and maintain 3 tree nurseries (2 in Goshen and one at Bushelcraft) that will provide tree stock to local municipalities in Elkhart County as their forestry programs ramp up to combat climate change. For example, Goshen is working to reach 45% canopy by 2045, currently at 20%, and Elkhart is just beginning to work on its canopy. Developing local tree stock improves long-term growing outcomes where trees have adapted to the climate and protect from market fluctuations and shortages. During Year 3, the project will work to transition to seed instead of stock to provide a more sustainable model of propagation.

The proposal also includes a comprehensive education plan that brings in arboriculture and culinary professionals to connect people to forests and food. The educational programs will be the backbone of the larger education and awareness campaign accompanying the above work. Arboriculture classes will target professionals (lawn care professionals, HOAs, business owners, contractors) and publicly recognize them on the City's website for their participation and their pledge to protect trees. The City has seen many trees that have been mortally damaged with weed whackers and mowers. Invasives are an ongoing problem in the City's urban forests and even as a part of the street tree inventory.

The City has not previously funded trees for a homeowner's yard, except for Arbor Day bare-root tree giveaways. This grant will allow flexibility to plant trees beyond the right of way, add food forests in neighborhoods, bring new ideas to the community, and rally around the idea that we can all participate and volunteer in this effort. The education program will be designed using stakeholder input to remove barriers and reach many different groups of people.

The following contains priorities from the Indiana Forest Action Plan.

Indiana Forest Action Plan 2020 Update (<https://www.in.gov/dnr/forestry/files/fo-Forest-Action-Plan2020.pdf>)

Strategy 2: Restore, expand and connect forests, especially in riparian areas.

2.2 Develop or expand educational programs for landscapers, private landowners and homeowners on invasive species and promotional campaigns on the negative consequences of those invasive species in the nursery trade (like Callery Pear and Burning Bush)

Strategy 3: Connect people to forests, especially children and land-use decision makers, and coordinate education training and technical assistance.

3.25 Support the creation of “food forests” in Indiana, especially those that use primarily native species and connect large numbers of people to trees and forests.

3.6 Make special effort to engage women and minorities in Forest Action Plan strategies and to develop more diversity among natural resource professionals in Indiana, especially seek to encourage connection to forests and trees among the most urban aspects of Indiana society.

Strategy 5: Significantly increase the size of Indiana’s urban forest canopy by developing community assistance programs and tools focusing on local governments partnering with stakeholders, including citizen scientists, volunteers, universities, and nonprofit organizations and private enterprise, to preserve and grow the urban canopy by policy implementation, low-impact development, maintaining existing trees, and planting new trees.

5.5 Develop community programs that engage people in tree planting, care and maintenance. Also, increase awareness of effective resources, policies and ordinances that protect existing street trees and other greenspaces within local governments to prevent loss of urban tree canopy. This awareness should be targeted to a wide range of audiences including tree care professionals, homeowners and youth.

5.7 Promote the use of trees and urban forests in reducing carbon dioxide emissions, mitigating existing CO<sub>2</sub>, and meeting CO<sub>2</sub>/air quality goals where municipalities have set them.

5.8 Supplement workforce development through community programs that incentivize the unemployed, underemployed, and young people to participate in tree planting, care and maintenance skills that foster an interest in a forestry career path. Support the development of tree worker pre-apprenticeship programs. Encourage professional certification and facilitate professional development opportunities for tree workers and cultivate a professional network of arboriculture professionals through training and volunteer opportunities with organizations such as the Indiana Arborist Association and Saluting Branches.

5.9 Promote the benefits of native large canopy tree planting in meeting community tree canopy goals and supporting wildlife.

5.10 Promote the importance of post-planting care and maintenance in growing healthy urban forest canopies.

5.17 Recognize certified arborists and arboriculture as a skilled trade, improving safety, enhancing prosperity of green industry careers and improving the Indiana economy.

## **2. Implementation Strategy/Methodology/Timeline:**

The Crossing School has 15 students participating in the XTreme Tree Service micro-business pod. Students generally are in the pod for 2 years. We anticipate that 20 students will graduate from the program with new arboriculture experiences and opportunities over the 3 years. The school will also be beginning a new pod of tree nursery specialists. The grant would fund their workforce development school teacher for three years. The students would develop a tree nursery micro-business using private funds for supplies and materials and

begin growing and selling trees locally. All Crossing students (Xtreme and the Nursery students) will participate in the annual 12 forestry education modules. There will be 36 different modules overall.

Bushelcraft Farm is another after-school workforce development non-profit program. They anticipate hiring 5 students and an older student supervisor the first year and having students follow a 3-year track that focuses on developing a tree nursery and learning arboriculture and horticulture skills. They plan to graduate 5 by year 3. All of the Bushelcraft students will participate in the annual 12 forestry education modules. No federal funds will be used to purchase supplies or plant materials used for revenue-generating activities in any program.

Classes and training provided will follow a site-relevant pre and post-test model, although, since the education experiences are non-traditional, the test model may also be non-traditional. It will be reviewed using the continuous improvement model. The program will also

provide educational materials and at least one forestry conference experience that are built into the budget.

The educational team will:

1. Establish a class schedule during the first two months of the grant.
2. Plan classes and field experiences to begin within three months of the start of the grant and follow a regular schedule after that.
3. Bushelcraft will begin in or before June 2024. The Crossing will begin in or before August 2024.

The adult public education component follows a different model. The approach to public education is to inspire the love or respect for trees. As we work to reach large and diverse numbers of people in the area, bringing topics such as creating a backyard habitat or mini food forest as possible ways to connect. The program will also offer culinary classes to teach people how to prepare food from native trees and shrubs. These classes will be designed based on stakeholder interest and surveys. Surveys will also be done in English and Spanish which is a predominant language in our community.

Neighborhood stakeholders will also play a key role in determining if they would like a food forest or other mini forest in their neighborhood. These will be smaller footprint areas where the City will work with the neighborhood to determine species, assist in planting, and establish the plants to a point when they require little care to maintain.

The City of Goshen plans to employ an Arboriculture Specialist to care for the nursery, assist in selecting species, work to establish long-term methods to propagate trees and shrubs, assist with public food forests, and promote backyard habitat. Goshen also plans to add a seasonal part-time person to work with volunteers providing tree watering. Tree watering of newly planted trees is the most critical activity to ensure a tree's success. Contractually, Goshen will be hiring an Arboriculture Liaison, focusing on large-track Planting, public education for tree care and pruning, and large group volunteering, especially with tree planting. The Liaison will focus on small businesses and large corporations in the Goshen area. The Grant will also support an "Invasives Swap Program" where residents and businesses can exchange their currently landscaped invasive trees and shrubs with native trees and shrubs at no cost. Goshen feels strongly that one of the largest barriers to removing landscaped invasive trees and shrubs is education and being presented with easy options to swap out invasive plant(s).

The program will recognize participants and map the locations of persons and businesses who plant trees, food forests, and backyard habitats, and those who pledge to protect trees and provide tree maintenance. Goal: 1,000 pledges across the 5 years of the grant.

### Public Education Plan

1. Month one - Hire a part-time nursery Arboriculture Specialist, develop stakeholder lists, including Neighborhood Associations and local Organizations that provide community leadership including diverse leaders (including Clinics, Churches, Housing organizations,

clubs, and schools), & Develop a couple of targeted surveys to disseminate to the public and professionals – Spanish, English, Businesses, Churches, and others. Begin getting to know stakeholders, meet, and share ideas.

2. Month two - Develop the forestry education topic class list for students, work with partners to identify speakers, schedule the first 6 months, develop a plan for six months of public classes with the first two classes in month three, & Hire an Arboriculture Liaison

3. Month three - Arboriculture Liaison develops a stakeholder list and begins meeting with stakeholders to identify planting projects and volunteer opportunities

### Anticipated Annual Milestones:

1. Hold 10 classes for professionals and the public

2. Provide 12 forestry educational classes or experiences for youth

3. Plant 8,000 trees & shrubs in the community

4. Plant a minimum of 2,500 trees in the nurseries

5. Hold 5 events to remove invasive plants and one invasive educational workshop

6. Replace a minimum of 150 invasive shrubs & trees with native ones

7. Remove or prune (to save the life) 45 mature diseased or dying trees

8. Gather 200 pledges to protect trees, plant natives in a backyard habitat to provide for wildlife, or plant and care for a local food forest

Every six months, the program will re-evaluate annual milestones set in the grant and budget.

All aspects of the program will utilize a continuous improvement model: Plan (target audience, objective, plan how to connect, inspire buy-in, desired location, day/time), Execute, Study Results, Make changes. The team will hold monthly meetings to ensure that the process is being used effectively.

We believe that this program and its results will be replicable in other communities. We will document our process and stories and share the process and results with other communities and at a minimum of 2 professional conferences (one during the grant term and another within 2 years of completion).

### 3. Capability and Capacity:

The City of Goshen manages a \$43 million budget. The Environmental Resilience Department has a \$865,000 budget. The City has had a Shade Tree Board overseeing its forestry efforts for the last 31 years and a full-time forester for 17 years, Aaron Sawatsky-Kingsley. The City regularly receives the Tree City USA award. Under Aaron's management, the Department completed the City's Climate Action Plan for Government Operations. The Department

manages a municipal nursery, provides public education to school groups and adults, maintains the tree inventory. Key Personnel: Aaron Sawatsky-Kingsley is the Department Head and a certified arborist. He has a Master of Science in Park and Natural Resource Management. He will lead this project, working with a team of 2 arboriculture personnel and a public educator. Theresa Sailor is a grant writer/public educator with ten years of experience managing large projects with multiple stakeholders. She will do much of the planning required to engage stakeholders, identify local education needs or preferences, and schedule classes and events. She will also provide grant management with the assistance of Jeffery Weaver, CPA, Assistant Clerk-Treasurer.

The Crossing School of Business and Entrepreneurship is a unique high school that works to empower struggling students to become contributing members of their communities. The Crossing's Job Training Program (JTP) is a vital part of preparing students to join the workforce after graduation. The school works with students to develop innovative competency-based education and career programs. Rob Staley, the Director, founded the school in 2003 and started Xtreme Tree Service to engage young people using highly physical work that created job skills and opportunities. It was the school's first micro-business, and Rob continues to lead this project. This program has been a huge success for many years but is limited to the removing trees with some pruning. The grant would allow students to acquire a well-rounded set of arboriculture experiences, given them additional options when they graduate. Currently, the students have a 100% employment rate upon graduation.

Bushelcraft Farm is an educational farm that encourages people to connect around local food, educational opportunities, and building skills and community connections outdoors. Bushelcraft hosted a successful internship program for six high school students from Elkhart and Goshen in the spring of 2022. Jon Zirkle is Bushelcraft's Director and primary educator. Jon has an MS degree in Plant and Soil Science from the University of Vermont. Jon has many years of experience working in education and consulting roles. Jon's experience will be important in supervising students, beginning a tree & plant nursery, and consulting on the design of local food forests. This program, like The Crossing, benefits from the partnership by providing professional skills to students. This grant allows Bushelcraft and its students to learn arboriculture and nursery skills by committing to provide local municipalities with a long-term source of nursery trees and, later, beyond the grant, the general public.

Mennonite Men is a 501 (c)(3) not-for-profit organization and constituent group of Mennonite Church USA. JoinTrees is a program to engage faith communities to plant one million trees. Steve Thomas is an ISA-certified arborist and the US Director of Mennonite Men. He has led large planting projects totaling 300,000 trees domestically and internationally. He has established relationships with local businesses that have committed to plant 60,000 trees in greater Goshen of Elkhart County and provide \$56,250 in matching cash by the end of the grant period. These projects will become learning experiences for high school interns working in the program.

#### **4. Communications Plan:**

All worksites will have signage to designate that their program is part of the USDA Forest Service Urban & Community Forestry Inflation Reduction Act. All press releases, promotional materials, and media (social

media, radio, newspaper) will be in English and Spanish and will acknowledge the program, including the advertisement of classes and training offered to the community. Local Spanish media will be included in each media release. In addition, each partner will list the grant affiliation on their website.

The program has also included a budget to hire a professional to document the program through video and also assist with storytelling along the way. All aspects of the storytelling experience will acknowledge the grant funding by name and its importance to the project and the outcomes in this community. Storytelling will also be done in Spanish.

#### **5. Evidence of Disadvantaged Community Status for projects requesting Match Waiver (if applicable):**

All work for this grant will work exclusively in Census district areas that are either Justice 40 (Census tracts, 18039000100, 18039002200, 18039002102, 18039001901, 18039002900, 18039001702, 18039001701, 18039002300, 18039002400, 18039001501) which meets both 1 burden threshold AND the associated socioeconomic threshold, OR districts that show Toxic Releases to Air (80% or higher Blockgroups: 180390003011, 180390003025, 180390003022, 180390002023, 180390002022, 180390002011, 180390005021, 180390002012, 180390005014, 180390005011, 180390005013, 180390005024, 180390021012, 180390021024, 180390022021, 180390021021, 180390021024, 180390019015, 180390026002, 180390021022, 180390019011, 180390019013, 180390019012, 180390029002, 180390019021, 180390026005, 180390026003, 180390026001, 180390023003, 180390022024, 180390022022, 180390022023, 180390026004, 180390023001, 180390027003, 180390023002, 180390027002, 180390027001, 180390029001, 180390024004, 180390024001, 180390015012, 180390016013, 180390017024, 180390017025, 180390017023, 180390018012, 180390017011, 180390007023, 180390007013, 180390014013) utilizing the <https://ejscreen.epa.gov/mapper/> mapped on 4/22/2024. Maps included in the documentation.

#### **Disadvantaged Communities Include:**

<b>Census Tract (or Census Block Group)</b>	<b>EPA EJScreen Disadvantaged Community Indicator</b>
18039000100	CEJST Justice40 Disadvantaged Community
18039002200	CEJST Justice40 Disadvantaged Community
18039002102	CEJST Justice40 Disadvantaged Community
18039001901	CEJST Justice40 Disadvantaged Community
18039002900	CEJST Justice40 Disadvantaged Community
18039001702	CEJST Justice40 Disadvantaged Community
18039001701	CEJST Justice40 Disadvantaged Community
18039002300	CEJST Justice40 Disadvantaged Community
18039002400	CEJST Justice40 Disadvantaged Community
18039001501	CEJST Justice40 Disadvantaged Community
180390003011	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390003025	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390003022	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390002023	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)

180390002022	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390002011	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390005021	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390002012	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390005014	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390005011	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390005013	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390005024	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390021012	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390021024	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390022021	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390021021	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390021024	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390019015	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390026002	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390021022	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390019011	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390019013	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390019012	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390029002	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390019021	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390026005	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390026003	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390026001	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390023003	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)

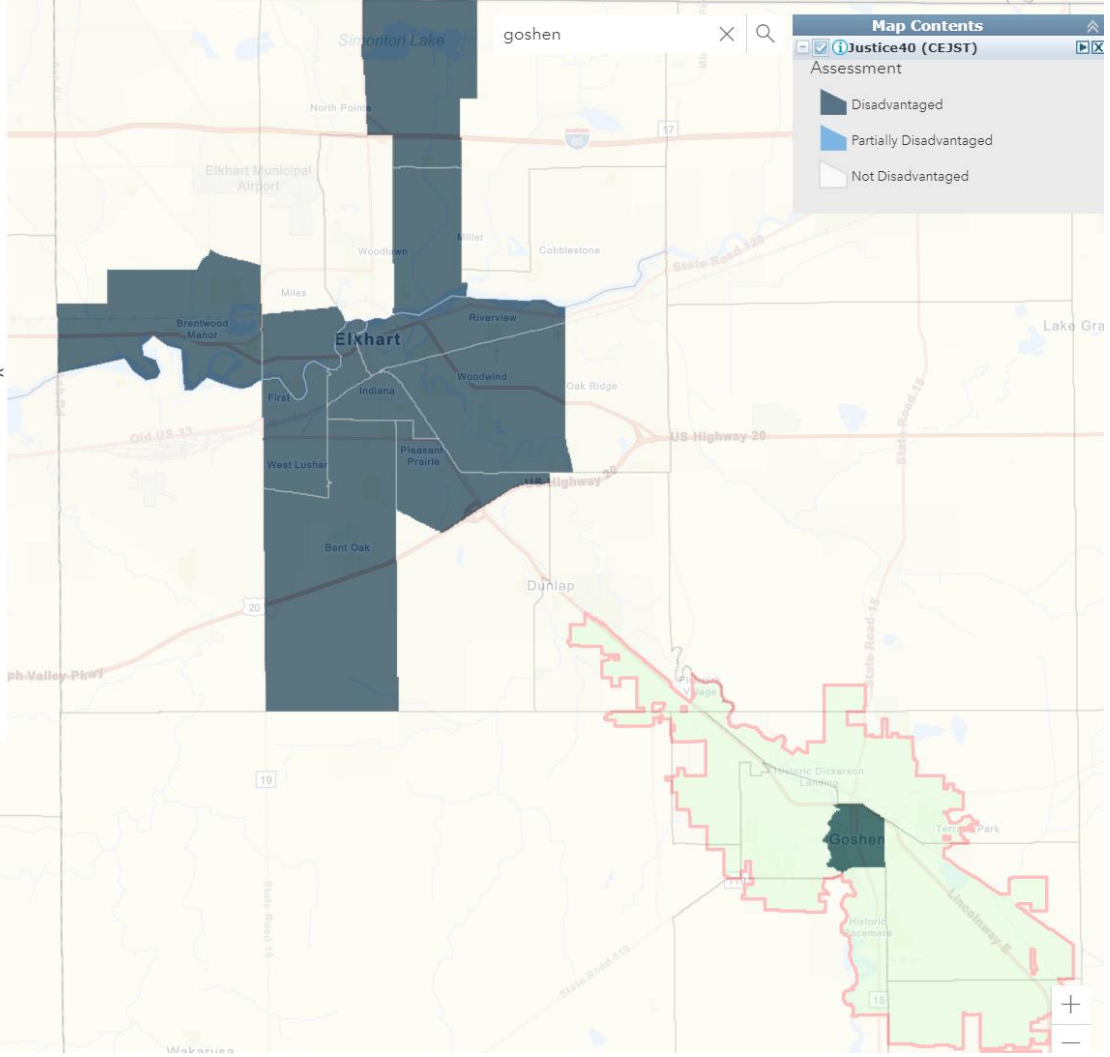
180390022024	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390022022	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390022023	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390026004	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390023001	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390027003	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390023002	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390027002	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390027001	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390029001	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390024004	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390024001	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390015012	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390016013	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390017024	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390017025	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390017023	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390018012	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390017011	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390007023	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390007013	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390014013	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)

***CEJST Justice 40 Disadvantaged Communities***



Please note: Territory data (except Puerto Rico) is not available as comparable to the US. It is only comparable to the territory itself by using the 'Compare to State' functionality. Likewise, some of the indicators may not be

- EPA Regulated Facilities
- Facilities Compliance Status
- Schools
- Places of Worship
- Hospitals
- Parks
- Other Environmental Data
- Tribal Lands & Indigenous Areas
- Prisons
- Public Housing
- Colonias
- Justice40/IRA
  - Justice40 (CEJST)**
  - EPA IRA Disadvantaged Communities



**EXHIBIT 2  
BUDGET****Budget Year(s)**

<b>Budget</b>	<b>Amount</b>
Personnel	\$97,800
Fringe Benefits	\$7,483
Travel	\$8,250
Supplies	\$268,815
Contractual	\$617,652
Other	
<b>TOTAL DIRECT EXPENSES</b>	<b>\$1,000,000</b>
Indirect	
<b>TOTAL EXPENSES</b>	<b>\$1,000,000</b>

### **EXHIBIT 3 SCHEDULE OF REPORTING REQUIREMENTS**

#### **PROGRAM PERFORMANCE REPORTS:**

Subrecipient shall provide program performance reports using the templates to be provided by American Forests. This report should describe what was accomplished by this Subgrant as of the date of the Subgrant Report, outlining the activities that were undertaken by Subrecipient, the strategic choices that were made as a result of the Subgrant, and achievement of Subgrant Purposes. The report shall identify the Subrecipient's name, UEI, and reporting period covered by the report. The report narrative must include: (1) a comparison of actual accomplishments to the objectives of the Federal award established for the period; (2) an explanation of any problems, delays or unexpected or adverse conditions that prevented establishment of the objectives or that are likely to impair the ability of the Subrecipient to complete the Project Activities; and (3) an explanation of any changes or events that will enable the Subrecipient to complete the Project Activities at less cost, with less time, or with greater than expected results than planned.

In addition to the foregoing, the final Subgrant Report shall address the completion status of all Project Activities. This report should also include any written products (reports, fact sheets, etc.) resulting from Grant activities.

Under the Grant Agreement, American Forests must submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31. To enable American Forests to meet this schedule, Subrecipient shall submit its program performance report by July 10 and January 10, respectively.

Subrecipient's final Subgrant Report shall be submitted no later than 60 days after the expiration date of this award. Subrecipient further agrees to provide other data and reports as reasonably requested by American Forests in writing.

#### **FINANCIAL REPORTS:**

Subrecipient shall submit Consolidated Financial Reports in the format detailed in Exhibit 4 (subject to modification by American Forests), on a quarterly basis each year, per the following schedule as relevant to the performance period:

January 31	For expenditures from October 1 through December 31
April 30	For expenditures from January 1, through March 31
July 31	For expenditures from April 1 through June 30
October 31	For expenditures from July 1 through September 30

Subrecipient's final Consolidated Financial Report shall be submitted no later than 60 days after the expiration of this award. American Forests reserves the right to request additional financial information to enable completion of its reporting obligations under the Grant.

#### **USDA FOREST SERVICE UCF IRA ACCOMPLISHMENT REPORTING SYSTEM:**

Subrecipient shall input data in accordance with the metrics detailed in the UCF IRA Accomplishment Reporting System, which will support ad-hoc real-time report submissions through a mobile-friendly web-based, geospatially-enabled data collection application, or in such other form or method as specified by the Forest Service. The accomplishment data reported should include applicable project and program outcomes and deliverables described in Subrecipient's project narrative. This accomplishment reporting requirement is separate and complementary to the semi-annual performance and financial reports identified above.

**EXHIBIT 4**  
**FINANCIAL REPORTING FORMAT**

Subrecipient shall provide data to American Forests sufficient to enable American Forests to complete Standard Form SF-425 and Federal Financial Report Attachment, SF-425A. Financial reports shall include the following information at a minimum:

<b>SUBAWARD EXPENSES</b>						
Category	(A) Approved Budget	(B) Previously Reported Expenses	(C) Current Quarter Expenses	(D) Cumulative Project Expenses	(E) Budget Remaining (Col A - Col D)	Notes
Personnel						
Fringe Benefits						
Travel						
Supplies						
Contractual						
Other						
Total Direct Charges						
Indirect Charges						
<b>Total</b>						

**EXHIBIT 5**  
**FEDERAL SUBAWARD TERMS**

- A. **Debarment and Suspension.** Subrecipient is required to comply with 2 C.F.R. Part 180, Subpart C. To the extent Subrecipient is permitted to subaward or subcontract any portion of the work under this Agreement, Subrecipient must verify that each subawardee or subcontractor that is retained by Subrecipient is not excluded or disqualified under the federal System for Award Management, and shall obtain appropriate certifications from each such entity to demonstrate compliance with these requirements and provide such certifications to American Forests upon request. Subrecipient shall require similar certifications from any lower-tiers and provide these to American Forests upon request.
- B. **Telecommunication Equipment and Services.** In accordance with 2 CFR 200.216, Subrecipient is prohibited from obligating or expending grant funds for covered telecommunications or video surveillance equipment or services (as identified therein) to (1) procure or obtain, extend or renew a contract to procure or obtain; (2) enter into a contract (or extend or renew a contract) to procure; or (3) obtain the equipment, services or systems.
- C. **Domestic Preference for Procurements:** To the greatest extent practicable, Subrecipient shall purchase, acquire or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) under the Agreement. In accordance with 2 CFR 200.322, the requirements of this section must be included in all contracts and purchase orders for work or products under this Agreement.
- D. **Contracting.** Subrecipient shall take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible as set forth in 2 CFR Section 200.321.
- E. **Prohibition Against Certain Internal Confidentiality Agreements.** Subrecipient may not require its employees or subcontractors, where applicable, seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Any prohibitions and restrictions of any internal confidentiality agreements inconsistent with this paragraph are no longer in effect.
- F. **Eligible Workers.** Subrecipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324(a)). Subrecipient shall comply with regulations regarding certification and retention of completed forms.
- G. **Safety While Driving.** In accordance with E.O. 13513, "Federal Leadership on Reducing Text Messaging While Driving," and E.O. 13043, "Increased Seat Belt Use in the United States", Subrecipient is encouraged to adopt and enforce policies that ban text messaging and using seatbelts while driving vehicles when performing any work on or behalf of the Government.
- H. **Never Contract With The Enemy.** The award terms at 2 CFR 183 are incorporated by reference. Subrecipient is responsible for ensuring that none of the funds provided under this Agreement are provided directly or indirectly to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are

actively engaged in hostilities.

- I. **Trafficking in Persons.** Federal policy prohibits any private entity or private entity employee from engaging in severe form of trafficking in persons, procure a commercial sex act, or use of forced labor in the performance of an award as addressed in 2 CFR 175.15. Subgrantee must inform the Agency immediately of any information you receive from any source alleging a violation of this policy and include the prohibition in any subaward or contract to a private entity for performance of this award. If Subgrantee is a private entity, the this award may be unilaterally terminated, without penalty, if Subgrantee: (1) Is determined to have violated the trafficking prohibition referenced above; or (2) Has an employee who is determined by the Agency to have violated the prohibition through conduct that is either: (i) Associated with performance under this award; or (ii) Imputed to Subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

**EXHIBIT 6****Reporting Subawards and Executive Compensation****a. Reporting of first-tier subawards.**

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. **Where and when to report.**
  - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

**b. Reporting total compensation of recipient executives for non-Federal entities.**

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
  - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
  - ii. in the preceding fiscal year, you received
    1. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
    2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. **Where and when to report.** You must report executive total compensation described in paragraph b.1. of this award term:
  - i. As part of your registration profile at <https://www.sam.gov>.

- ii. By the end of the month following the month in which this award is made, and annually thereafter.

**c. Reporting of Total Compensation of Subrecipient Executives.**

**1. Applicability and what to report.**

Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipients five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

- i. in the subrecipient's preceding fiscal year, the subrecipient received
  - 1. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
  - 2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

**2. Where and when to report.** You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

**d. Exemptions.**

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

**e. Definitions.** For purposes of this award term:

- 1. **Federal Agency** means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).



2. ***Non-Federal entity*** means all of the following, as defined in 2 CFR part 25:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization; and,
  - iv. A domestic or foreign for-profit organization
  
3. ***Executive*** means officers, managing partners, or any other employees in management positions.
  
4. ***Subaward:***
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
  
5. ***Subrecipient*** means a non-Federal entity or Federal agency that:
  - i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
  
6. ***Total compensation*** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

## EXHIBIT 7

### Whistleblower Notice

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or

A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of

the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at [OIGWPC@oig.usda.gov](mailto:OIGWPC@oig.usda.gov).

## City of Goshen

### **Budget Narrative**

**Program Title:** Connecting People to Forests and Food by providing arboriculture employment training and experiences for at-risk youth and educational opportunities for residents, businesses, and local volunteers

**Personnel** Required to provide program oversight, technical staff, program management, grant management, and community engagement deliverables

- Arboriculture Specialist 1000 hours each year for 3 years at \$23 per hour (\$69,000)
- Watering Truck Operator 480 hours each year for 3 years (28,800)

**Fringe** for Personnel Required to provide program oversight, technical staff, program management, grant management, and community engagement deliverables

- Arboriculture Specialist and Watering Truck Operator FICA (.0765) withholdings (\$7,483)

### **Travel & Conferences**

- Educational field trips for students and travel to present results at 3 professional conferences – 20 students & adults, conference fees plus lodging. (\$8,250)

**Supplies** required to provide arboriculture education and develop tree nurseries (Nurseries are expected to begin becoming sustainable starting year 3 and should have fewer federal supportive needs.)(\$160,000)

- **Trees & Stock** – trees planted in the community 180 each 1 ½ inch diameter trees planted each year for 3 years at \$150 per tree, 3,800 bareroot trees, shrubs, plants each year average \$4 per item purchased for nursery (public right of way, public spaces, backyard habitat, food forests), 2,000 bare-root trees at \$.50 each purchased and given away at Arbor Day and as Graduation Trees, 5,000 saplings planted in large scale plantings each year (paid for by Mennonite Men). (\$129,600) **Nursery Supplies** - Nursery Irrigation Pipe, hoses, sprayers (Per acre - 20 hoses at \$190 each, 20 sprayer stands & heads \$312), watering bags up to 2000 bags at \$17.15 per bag, Growing pots for 3,800 trees per year, 2 pots for the pot-in-pot system at \$3 each, Deer Protection plastic tubing \$4.50 per tree, Topsoil & Compost up to 40 CY \$50 per CY, Mulch 40 CY at \$40 per CY, Hand tools (shovels, pruners, rakes, wheelbarrows, other tools) for 2 sites at \$2000 per site, Tree Tagging Equipment (2 - label makers) and tags for identification (\$4,000), fertilizer tablets \$105 per container, 2 sheds (one at each site maximum \$2,000 each)
- **Education** - Site Educational Signs. Each of 6 worksites will have a sign to distinguish the site as a USDA Forest Service Urban & Community Forestry Inflation Reduction Act grant site. Educational Supplies and Activities printing supplies (minimum 4 different educational brochures), Education booth vendor fees (example \$1,020 per year at the Farmers Market), Invasive Swap Program for 1,000 trees & shrubs to (\$9.50 each) to replace invasive plants as a part of a invasive to native swap program. Curriculum Materials \$100 per student with an anticipated 25 students

## Contractual

- **Contractual** - Teacher (The Crossing School of Business and Entrepreneurship) Contract Pod Teacher to facilitate Arboriculture into the curriculum at \$45,000 per year for 3 years, **Contractual Arboriculture Liaison** 480 hours each year for 3 years per year at \$35 per hour (\$40,320), Nursery Set-up (Bushelcraft Farm) 1,000 lf at \$10 per lineal foot of plastic deer fencing (\$10,000), (Goshen) 1360 lf at \$25 per lineal foot chain link fencing (\$15,000 federal - cost-sharing with Goshen), **Contractual Educational Classes** 22 classes each year for 3 years at \$450 per class (professional presentations & venue renting & supplies) (\$29,700), **Tree removals & Mature Tree Pruning** minimum of 100 mature trees total removed or saved through pruning; removals include diseased, dead, invasive dangerous trees (\$130,000)
- **Bushelcraft Nursery Admin & Supervision Contractual** (\$232,632) (Bushelcraft Farm) Contract Farm Admin and Nursery Supervisor (Admin – 432 hours per year at \$32 per hour for 3 years, Supervisor – 960 hours per year at \$21 per hour for 3 years), Students (Paid) (Bushelcraft Farm) 1- Crew leader 720 hours per year at \$18 an hour for 3 years, 5 students each at 480 hours per year at \$12.75 for 3 years
- **Contracted Video and Education documentation** \$25,000 divided over 5 years to hire a professional videographer and media specialist to document the stories of this grant, including a minimum of 8 each 3-minute videos, 20 each short Facebook and YouTube clips, one each 8 -10 minute capstone video



**Engineering Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **EAST LINCOLN AVENUE ROAD CLOSURE (JN: 2019-0046)**

DATE: August 8, 2024

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Niblock Excavating has requested permission to close East Lincoln Avenue from Rock Run Creek to just east of Olive Street, starting Monday, August 12, 2024, until Friday, November 15, 2024. The road will be closed for Niblock to install underground utilities and reconstruct the roadway as part of the City's Lincoln Avenue & Steury Avenue Reconstruction project. Traffic will be detoured via Steury Avenue, Middlebury Street, Main Street, and Lincoln Avenue. All appropriate traffic control devices will be utilized.

**Requested Motion:** Move to approve the closure of East Lincoln Avenue, from Rock Run Creek to just east of Olive Street, from August 12, 2024 to November 15, 2024.

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

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

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

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

\_\_\_\_\_  
Michael Landis, Member



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## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **CENTER STREET CROSSWALK AND ONE-WAY ROADWAY –  
TRAFFIC COMMISSION RECOMMENDATION (JN: 2024-0007)**

DATE: August 8, 2024

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The Engineering Department received a request from the Boys and Girls Club to help improve the safety of the students crossing Center Street in front of their building. A crosswalk was requested, as well as the change of Center Street to a one-lane, one-way roadway, from Summit Street to N 7<sup>th</sup> Street. The request was brought to the June 20, 2024, Traffic Commission meeting. The Commission voted unanimously with a positive recommendation to make Center Street a one-way street between Summit Street and 7<sup>th</sup> Street and install a mid-block crosswalk with pedestrian crosswalk warning signs. A map showing the proposed changes is attached.

Goshen Engineering sent letters to six neighboring properties, as well as Goshen Community Schools, to seek their input. Two responses were received in favor of the change of Center Street to a one-lane, one-way roadway between Summit Street and N 7<sup>th</sup> Street. Goshen Engineering staff are in favor of the change and recommended approval to the Board of Works.

**Requested Motion: Move to approve the change of Center Street to a one-lane, one-way roadway between Summit Street and N 7<sup>th</sup> Street, and the installation of a mid-block crosswalk, along with related signs.**

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

---

Gina Leichty, Mayor

---

Barb Swartley, Member

---

Mary Nichols, Member

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Orv Myers, Member

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Michael Landis, Member

Traffic flow and striping would be coordinated with Street Department and Boys & Girls club.

The west lane would be used for vehicles waiting to pick up children.

Change to Center Street as a one-lane, one-way road.

Mid-block Crosswalk with longitudinal bars

Center St

N 7th St

Alley 272



ADA tile has been installed by Boys & Girls Club

New One Way signs, in addition to Stop Signs

by Andrew Lund, Project Manager

City of Goshen  
 Boys and Girls Club  
 Mid-block Crosswalk and Option of One-Way Road



0 15 30  
 US Feet

The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

The City of Goshen  
 Department of Public Works &  
 Safety Office of Engineering  
 204 East Jefferson Street, Goshen, Indiana 46528  
 Phone: 574-534-2201 Fax: 574-533-8626