



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. April 20, 2020

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

To access online streaming of the meeting, go to <https://zoom.us/j/97249085815>

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – None

Changes to Agenda

HIRES, PROMOTIONS, RESIGNATIONS

- (1) Promotion of Davis W. Lechlitner to Private First Class (Sink)

NEW BUSINESS

- (1) Construction-related Services Agreement (PN: 2019-0025) WWTP Improvement and Rock Run Sewer Improvement Projects (Sailor)
- (2) Conditional Offer of Employment to Justin T. Rayl (Marks)
- (3) Resolution 2020-15: Approve Goshen Police Department Policies (Marks)
 - Redlined changes
 - Investigation of an Incident of Deadly Force, Policy 06 (2020)
 - Electronic Recording Device and Data, Policy 13 (2020)
 - Promotion, Policy 19 (2020)

APPROVAL OF CLAIMS

Adjournment



Danny C. Sink, Chief
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April 14, 2020

To: Board of Works and Public safety

RE: Promotion of Davis W. Lechlitter to Private First Class

From: Fire Chief Danny Sink

Davis W. Lechlitter completed his probationary year at GFD on April 15, 2020. Based on his performance and recommendations from his shift Battalion Chief and Training Officer; it is my pleasure to request that Davis be promoted to the rank of Private First Class for the Goshen Fire Department. Retroactive to April 15, 2020 Thank you



**Engineering Department
CITY OF GOSHEN**

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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **CONSTRUCTION RELATED SERVICES AGREEMENT (PN: 2019-0025)
WWTP IMPROVEMENT AND ROCK SEWER IMPROVEMENT PROJECTS**

DATE: April 20, 2020

Attached is an agreement amendment with Donohue & Associates, Inc. to provide professional engineering and construction related services (CRS) for the construction of the Wastewater Treatment Plant (WWTP) Improvements and Rock Run Sewer Interceptor Phase I Improvement Projects. The amendment requests an additional \$1,652,800.00 increasing the amended agreement amount from \$1,612,596.00 to \$3,265,396.00. As further detailed in the attached amendment, the provided services will include the following:

CRS for WWTP Improvements and Rock Run Sewer Improvements

- Prepare post contract award submittals and Preliminary Engineering Report (PER) amendments.
- Prepare and distribute conformed construction documents and Contract Documents.
- Perform general administration of the construction contract on behalf of the City.
- Conduct pre-construction conference and attend progress meetings for both projects.
- Visit the site regularly and observe construction.
- Observe and recommend rejection of defective work.
- Issue clarifications and interpretations of the Contract Documents as needed throughout the projects.
- Review and approve submitted shop drawings and samples
- Review submitted manufacturer Operation and Maintenance (O&M) manuals and submit electronically to the City.
- Evaluate and determine the acceptability of submitted substitute or “or-equal” materials and equipment proposed by a Contractor.
- Witness special inspections or tests as required by Contract Documents and receive and review all certificates of inspection, tests, and approvals required therein.
- Render formal written decisions in regards to disagreements between the Contractor and the City.
- Review Contractor payment applications and recommend payment amounts.

- Provide instrumentation and control (I&C) verification services.
- Received, review, and transmit Contractors' completion documents to the City.
- Conduct Substantial Completion inspection, prepare a list of observed deficiencies, and deliver a certificate of Substantial Completion upon acceptance by the City.
- Prepare customized standard operating procedures (SOPs) for the Aeration System and Sludge Dewatering System and train operation staff on their use.
- Provide assistance and observance of startup procedures all equipment.
- Conduct a final inspection and provide recommendation on projection completion.
- Prepare Record Drawings upon completion of the projects based on Contractor provided annotated record documents.
- Submit Record Drawings and Substantial Completion certification to the Indiana Department of Environmental Management (IDEM)

Resident Project Representative (RPR) Services for WWTP Improvements

- Furnish an RPR to observe the progress and quality of Work performed by the WWTP Improvements Project Contractor.
- RPR shall be the onsite representative of the Consultant and will provide daily observations and reports.
- RPR will attend all project meetings and substantial and final completion inspections.
- RPR will review all applications for payment and provide recommendation and comment.

Application Engineering Services for WWTP Improvements

- Lead a workshop to discuss application software requirements with the City.
- Develop, test, and install application software developed by the Application Engineer for the project.
- Prepare an O&M manual for the application software and provide onsite training of City operations and maintenance personnel.
- Update existing programmable logic controller (PLC) program to accommodate recent and future upgrades to the 36 lift stations throughout the City.

Requested Motion: Approve the agreement amendment with Donohue & Associates, Inc. for the additional scope of services for an additional \$1,652,800.

AGREEMENT AMENDMENT #2

Design and Bidding Services for Wastewater Treatment Plant Improvement, Lift Station Improvement & Rock Run Interceptor Phase I Improvement Projects

THIS AGREEMENT AMENDMENT is entered into on this ____ day of _____, 2020, between Donohue & Associates, Inc., hereinafter referred to as “Consultant”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, the City entered into an Agreement with Consultant dated November 26, 2018 for Consultant to provide professional engineering services to design and provide bidding services for the City’s planned Wastewater Treatment Plant Improvement, Lift Station Improvement, and the Rock Run Interceptor Phase 1 Improvement Projects for an amount not exceed One Million Four Hundred Fourteen Thousand Dollars (\$1,414,000.00).

WHEREAS, the City ratified an Agreement Amendment on February 17, 2020 for additional and revised design changes requested by the City beyond the original scope of services for the amount of One Hundred Ninety-eight Thousand Five Hundred Ninety-six Dollars (\$198,596.00) for a total contract price not to exceed One Million Six Hundred Twelve Thousand Dollars (\$1,612,596.00).

WHEREAS, the improvements to the City’s Wastewater Treatment Plant (WWTP) and Rock Run Sewer have been designed and bids on the work have been received and approved by the City. The City wishes to add professional engineering and construction related services for the City’s upcoming WWTP Improvement and Rock Run Sewer Interceptor Phase I Improvement construction projects to the Agreement.

WHEREAS, the City desires to contract with Consultant and Consultant agrees to increase the scope of work to include the additional engineering and construction related activities.

NOW THEREFORE, in consideration of the mutual covenants contained in this amendment and the covenants contained in the November 26, 2018 Agreement and in the February 17, 2020 Agreement Amendment for professional engineering services to design and provide bidding services for the City’s planned Wastewater Treatment Plant Improvement, Lift Station Improvement, and the Rock Run Interceptor Phase 1 Improvement Projects, the parties agree as follows:

SCOPE OF SERVICES

Consultant’s scope of services have been modified to include the following additional activities:

Item No. 4 - Construction Phase Consultant Services for WWTP Improvements – Project A and Rock Run Sewer Improvements – Project C

- 4.1. *Post Contract Award Submittals.* Prepare post contract award documentation for the Project and submit to Indiana State Revolving Fund (SRF) for review and approval.
- 4.2. *PER Amendment.* Prepare a PER amendment to keep only Projects A and C in the SRF loan.
- 4.3. *Conformed Construction Documents.* Compile for and deliver to the City and Contractor conformed for construction documents including relevant portions of addenda.
- 4.4. *General Administration of Construction Contract.* Consult with City and act as City’s representative as provided in the General Conditions of the Contract Documents included

in the Project Manual for each project. The extent and limitations of the duties, responsibilities and authority of Consultant as assigned in said General Conditions shall not be modified, except as Consultant and City may otherwise agree in writing. All of City's instructions to Contractor will be issued through Consultant, who shall have authority to act on behalf of City in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

- 4.5. *Contract Documents Distribution.* Furnish to Contractor for each project up to four (4) printed copies of the Project Manual and half-scale Drawings, up to two (2) printed copies of full-scale Drawings plus one copy of the Project Manual and Drawings in electronic portable document format (PDF) that incorporate all issued addenda during the bid phase. Additional printed copies will be furnished to a Contractor upon request at the cost of reproduction. These sets of contract documents are in addition to the set to be given to each Contractor to be annotated with record document information. Print and furnish up to another three (3) sets of the Project Manual and half-scale Drawings plus one PDF copy of the Project Manual and Drawings that incorporate all issued addenda for use by the City. If requested by a Contractor, one set of drawings in AutoCAD electronic format will be provided to the Contractor. Electronic files will be delivered upon receipt of a signed disclaimer form by the Contractor and signed City release.
- 4.6. *Pre-Construction Conference and Progress Meetings.* Attend and conduct a Pre-Construction Conference for each Project prior to commencement of work at the Project sites. Attend up to nineteen (19) monthly construction progress meetings for Project A and up to twelve (12) monthly construction progress meetings for Project C when construction work is progressing on site, to be conducted by each Project Contractor. The pre-construction and conference and monthly progress meetings for both projects are to be scheduled on the same day. Consultant is to prepare and distribute minutes for Pre-Construction Conference, and Contractors are to prepare and distribute all progress meeting minutes.
- 4.7. *Visits to Site and Observation of Construction.* Perform the following services in connection with observations of Contractor's work in progress:
 - 4.7.1. Make visits to the Project Sites on days of the monthly progress meetings (up to 19 separate visits in lieu of attending progress meetings for Project A and up to 12 separate visits in lieu of attending progress meetings for Project C), in order to observe as an experienced and qualified design/construction professional the progress and quality of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will determine in general if a Contractor's work is proceeding in accordance with the Contract Documents, and Consultant shall keep City informed of the progress of the Work.
 - 4.7.2. The purpose of Consultant's visits at the project sites will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase; and in addition, by the exercise of Consultant's efforts as an experienced and qualified design/construction professional, to provide for City a greater degree of

confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by each Contractor. Consultant shall not, during such visits or as a result of such observations of each Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by each Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of a Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of a Contractor nor assumes responsibility for Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 4.8. *Defective Work.* Recommend to the City that a Contractor's work be disapproved and rejected while it is in progress, if on the basis of such observations, Consultant believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 4.9. *Clarifications and Interpretations; Request for Information Forms; and Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of a Contractor's work. Consultant may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- 4.10. *Change Orders, Work Change Directives and Request for Proposals.* Prepare Change Orders, Work Change Directives and Requests for Proposals and recommend Change Orders and Work Change Directives to City for approval by City as required. In addition, Consultant shall prepare all documentation that appropriate governmental authorities having jurisdiction over the project may require for review and approval of the Change Orders.
- 4.11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data that each Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 4.12. *Manufacturer O&M Manuals for WWTP Improvements – Project A.* Review submitted manufacturer O&M manuals for compliance with contract document requirements. After the O&M manuals are determined to be acceptable, they will be electronically transmitted to the City. The labor allowance amount for this service in this agreement amendment is approximately.
- 4.13. *Substitutes and “or-equal.”* Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by a Contractor.
- 4.14. *Inspections and Tests – Project A.* Witness special inspections or tests of Contractor's work required by the Contract Documents. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections,

tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.

4.15. *Disagreements between City and Contractor.* Render formal written decisions on all claims of City and each Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or each Contractor, and shall not be liable in connection with any decision rendered in good faith in such capacity.

4.16. *Applications for Payment – Project A.* Based on Consultant's observations as an experienced and qualified design professional and on review of applications for payment and accompanying supporting documentation from Contractor, Consultant shall:

4.16.1. Determine the amounts that Consultant recommends that Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to the City, based on such observations and review to the best of Consultant's knowledge, information and belief, that Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Consultant's responsibility to observe a Contractor's work. In the case of unit price work, Consultant's recommendations of payment will be based upon final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents) measured and recorded by the City.

4.16.2. By recommending any payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents. Neither Consultant's review of Contractor's work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to the City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between the City and Contractor that might affect the amount that should be paid. Prior to recommending payment requests from Contractor to the City for payment, the Consultant shall require lien waivers from prior payment applications from Contractor.

- 4.17. *Instrumentation and Control (I&C) Verification Services for WWTP Improvements – Project A*
- 4.17.1. Attend factory testing for new process control system programmable logic controller (PLC) panel at system supplier’s facility prior to shipment. Inspect panel for general conformance to specifications, test input and output signal functionality and assist process control system programmer in offsite functional testing.
- 4.17.2. Attend on site field testing of process control system PLC panel after installation to check input and output signal wiring. Verify process control system programming meets requirements of functional descriptions.
- 4.18. *Contractor’s Completion Documents.*
- 4.18.1. Receive and review maintenance and operating instructions, schedules, and guarantees.
- 4.18.2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and the annotated record documents, which are to be assembled by each Contractor in accordance with the Contract Documents to obtain final payment.
- 4.18.3. Consultant shall transmit these documents to City.
- 4.19. *Substantial Completion.* Promptly after notice from a Contractor that the Contractor considers the entire Work ready for its intended use, in company with City and Contractor, conduct an inspection to determine if the Work is Substantially Complete. Consultant shall prepare a list of any observed deficiencies during the inspection. At the direction of the City, Consultant shall prepare and deliver a certificate of Substantial Completion to City and the Contractor.
- 4.20. *Standard Operating Procedures (SOP) Startup and Training Services for WWTP Improvements – Project A*
- 4.20.1. Prepare customized Standard Operating Procedures (SOP’s) to contain operation information to describe the procedures to operate a unit process. The information in the SOP includes the description of equipment and controls necessary to operate the unit process for the specific procedure. Other information such as normal checks, preventive maintenance, and special instructions will be included based on the manufacturer equipment manuals as available from the Contractor and City. The SOP’s are specific to the Project contract and provide both routine procedures for operational consistency and infrequent procedures needed when conditions change.
- 4.20.2. Donohue proposes the following two (2) SOP’s:
- 4.20.2.1. System 5 – Aeration System
- 4.20.2.2. System 9 – Sludge Dewatering System
- 4.20.3. Submit the draft SOP’s to the City’s operations manager/supervisor for review and editing. Once review comments are received, they will be incorporated into the draft SOP’s. A review session with management/supervisor staff will be completed with an onsite walk through of the Project. The purpose of the walk through is to verify the system operation as described in the SOP’s. After the procedures are verified, the SOP’s will be edited as final procedures, dated, and filed in three ring binders for use. Two final printed copies of the SOP’s and

operator interface screens will be provided. The SOP's will also be provided electronically in Microsoft Word format (Office 2016 version or later) and/or PDF format for City.

- 4.20.4. The SOP's will be presented to the operation staff in a training session. The session(s) will include a classroom presentation of each SOP followed by an on-site/hands-on session. Each session is expected to be 2 hours with a question and answer session of about 30 minutes. One training session will be early in the day and a second late in the day if needed to cover all operational staff.
- 4.20.5. The SOP training will take place prior to or during system demonstrations.
- 4.20.6. An operations specialist shall provide startup services. The startup services shall be timed to assist the City and Contractor with operation of the facility systems.
- 4.20.7. Prepare Startup Plans as applicable to coordinate the responsibilities of the Contractor and the City at the time when construction is substantially complete. Submit the startup plans to the City and Contractor for review. Respond to questions and incorporate recommended changes into each startup plan up to two times, as a result of the reviews.
- 4.20.8. Process operation and maintenance (O&M) training to include practices for good process control will occur before startup of specific systems. The operations specialist will coordinate the training with the City and provide training using the equipment sections from the equipment O&M manuals for Project as the basis for the training. The training sessions will be both classroom and hands-on as appropriate.
- 4.20.9. Consultant is to provide assistance for and observation of the manufacturers performing the check-out and startup of the 9 systems identified in Section 01820.
- 4.20.10. Training by the equipment manufacturer will be scheduled to take place prior to, or during, system demonstrations.
- 4.21. *Final Notice of Acceptability of the Work – Project A.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is acceptable to the best of Consultant's knowledge, information, and belief based on the extent of the services provided by Consultant under its Agreement with the City.
- 4.22. *Record Documents.* Receive and review annotated record documents from each Contractor for Projects A and C, which are to be assembled by each Contractor in accordance with the Contract Documents to obtain final payment. Prepare Record Drawings showing appropriate record information based on the project annotated record documents received from each Contractor and as reviewed and annotated by the City for Project C. The completed Record Drawing deliverables for each Project shall include up to two (2) full-size or two (2) one-half size printed-paper sets of the Drawings and an electronic set in PDF format.
- 4.23. *Project Certification.* Submit Record Drawings and Substantial Completion Certification to the Indiana Department of Environmental Management (IDEM) along with any other backup project completion documents as may be required by IDEM and/or Indiana SRF.
- 4.24. *Asset Management Program.* Preparation of an asset management program for the WWTP or the wastewater collection system are not included in this scope of services.

- 4.25. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of a Contractor, or of any of its subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Consultant shall not be responsible for failure of a Contractor to perform or furnish the Work in accordance with the Contract Documents.

Item No. 5 - Construction Phase Resident Project Representative (RPR) Services for WWTP Improvements – Project A

- 5.1. Consultant shall furnish a RPR as determined by Consultant to be necessary, to observe the progress and quality of the Work performed by the Contractor. The RPR will provide representation to the degree necessary to observe work activities by the Contractor, based on an average of 40 hours per week from the issuance of a notice to proceed until substantial completion and 24 hours per week from substantial to final completion.
- 5.2. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Consultant shall endeavor to provide further protection for City against defects and deficiencies in the Work. However, Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- 5.3. Duties, Responsibilities, and Authority of the RPR.
- 5.3.1. RPR is Consultant's agent at the Project site and will act as directed by and under the supervision of Consultant. RPR's dealings in matters pertaining to Contractor's work in progress shall in general be with Consultant and Contractor, keeping the City advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with the City with the knowledge of and under the direction of Consultant.
- 5.3.2. Review the progress schedule, schedule of shop drawing and sample submittals, and schedule of values prepared by Contractor.
- 5.3.3. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings. Review and provide comments as appropriate on minutes prepared by Contractor for all such meetings.
- 5.3.4. Review and negotiate the draft payment applications from Contractor and then forward them to Consultant for review prior to submittal to City with a recommendation for payment.
- 5.3.5. Accompany Indiana SRF representatives during their site visits to review the work progress of the Project and for their final inspection.
- 5.3.6. Review of Work and Rejection of Defective Work.
- 5.3.6.1. Conduct on-site observations of Contractor's work in progress to assist Consultant in determining if the work is in general proceeding in accordance with the Contract Documents.

- 5.3.6.2. Report to Consultant whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 5.3.7. When the RPR is present on a project site, prepare an electronic daily report, recording the Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, Request for Proposals or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send electronic copies to Consultant and the City.
- 5.3.8. Project Completion.
 - 5.3.8.1. Before Consultant issues a Certificate of Substantial Completion for a project, submit to the Contractor a list of observed items requiring completion or correction.
 - 5.3.8.2. Observe whether Contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the work.
 - 5.3.8.3. Participate in final inspection in the company of Consultant, City and Contractor and prepare a final list of items to be completed or corrected.
 - 5.3.8.4. Observe whether all items on final list have been completed or corrected and make recommendations concerning acceptance of the Notice of the Acceptability of the Work.
- 5.4. *Limitation of RPR Services.* The furnishing of such RPR's services will not extend Consultant's responsibilities or authority beyond the specific limits set forth elsewhere in this proposed scope of services.

Item No. 6 - Application Engineering Services for WWTP Improvements – Project A

- 6.1. Provide the following scope of application engineering services for developing and programming of the programmable logic controller (PLC) and human machine interface (HMI) project-specific application software for the WWTP Improvements – Project A.
 - 6.2.1. Develop sample HMI graphic screen layouts.
 - 6.2.2. Organize and lead one (1) single day workshop with City to review and discuss:
 - 6.1.2.1. Loop descriptions for operation and control of the WWTP equipment and treatment systems affected by the Work of this Project.
 - 6.1.2.2. Sample HMI graphic screen layouts.
 - 6.1.2.3. HMI navigation alternatives and approach.
 - 6.1.2.4. Trending requirements.
 - 6.1.2.5. Alarm and event requirements.
 - 6.1.2.6. HMI security requirements.
 - 6.2.3. Prepare draft meeting notes of the Workshop including any mutually agreed upon changes to the loop descriptions and the sample HMI graphics presented.

- 6.2.4. Develop PLC and HMI application software associated with the Project. Application software will be based on the standards established with the City during the pre-programming phase of the construction of the Project, and will be integrated into the plant-wide process control system network. The total PLC system input/output (I/O) count is estimated at 292 hardwired I/O points and 130 Ethernet “soft” I/O points.
 - 6.2.5. Install and test PLC and HMI application software developed by the Application Engineer. Modify tested software to incorporate changes agreed to between the City and Application Engineer.
 - 6.2.6. Configure remote alarm notification via the WIN-911 software package if upgraded in this Project. Incorporate new remote alarms into the existing or updated WIN-911 package.
 - 6.2.7. Configure the HMI to allow remote access to the system.
 - 6.2.8. Prepare an operation and maintenance manual for the new PLC and HMI application software. The manual will serve as the basis for training provided by Application Engineer.
 - 6.2.9. Provide two (2) days of on-site training of City operations and maintenance personnel in the use of the PLC and HMI application software configurations provided.
 - 6.2.10. Deliverables:
 - 6.1.10.1. One (1) copy of PLC and HMI program documentation in electronic format.
 - 6.1.10.2. Three (3) hardcopies and one (1) electronic copy of the O&M Manual prepared for this project. O&M Manual electronic copy will be MSWord with supporting material in PDF.
 - 6.2.11. TCP/IP Addresses for all Ethernet communication modules shall be coordinated with the City.
- 6.2. Lift Station Communication Upgrades
- 6.2.1. Modify Chemical Building PLC program that currently uses the embedded serial port on the processor to utilize the new communication module that is provided by the Contractor.
 - 6.2.2. Incorporate the existing 12 lift stations that are currently being messaged by the Chemical Building PLC as well as the remaining 24 lift stations that will be upgraded in the future.
 - 6.2.3. Develop polling sequence to allow lift stations to be enabled when the station is upgraded.
 - 6.2.4. Develop standard graphics for all 36 lift stations. For stations that have not been upgraded yet, the graphics will remain un-deployed in the SCADA environment. Graphics will be deployed by City personnel when stations are upgraded in the future.
 - 6.2.5. In order to accommodate future use of cellular modems at select stations, develop standard programming in the PLC to incorporate messaging using cellular as opposed to licensed radio. Select stations will be included in the cellular polling data map including 12th Street Lift Station and Reith Riley Lift Station. Programming logic will be developed in a manner to allow for future expansion of cellular network by duplicating code in the PLC.

Scope of Services Assumptions

The proposed scope of services for this Agreement Amendment No. 2 do not include the following additional services:

- Preparing an application to submit to the Indiana Department of Environmental Management to modify the NPDES Permit for the Project A changes to the WWTP treatment processes.
- Providing RPR services for Project C.
- Preparation of an asset management plan/program for the WWTP and wastewater collection system as may be required prior to submitting the final drawdown request to Indiana SRF.
- Purchasing and/or installing new HMI or WIN-911 software.

TERM

The construction phase services schedule is based upon issuance of a Notice to Proceed to the Contractor for each Project by no later than May 18, 2020 and shall run through issuance of Consultant’s construction completion and readiness for final payment of the latest completed project. Consultant’s record drawings for both Project A and Project C shall be completed within sixty-three (63) calendar days of recommending Contractor’s final payment application for each Project to the City.

COMPENSATION

The City agrees to compensate Consultant for the services in this agreement in accordance with Consultant’s quoted fee an amount not to exceed One Million Six Hundred Fifty-two Thousand Eight Hundred Dollars (\$1,652,800.00) for a total contract price not to exceed Three Million Two Hundred Sixty-five Thousand Three Hundred Ninety-six Dollars (\$3,265,396.00).

Fee Schedule

Item No. 4 - Construction Phase Consultant Services for WWTP Improvements – Project A and Rock Run Sewer Improvements – Project C	\$962,300.00
Item No. 5 - Construction Phase Resident Project Representative (RPR) Services for WWTP Improvements – Project A	\$466,100.00
Item No. 6 - Application Engineering Services for WWTP Improvements – Project A	\$224,400.00
	\$1,652,800.00

- Intentionally left blank -

All other terms and conditions of the November 26, 2018 Agreement and the February 17, 2020 ratification of the Agreement Amendment shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

City of Goshen
Board of Public Works and Safety

Donohue & Associates, Inc.

Jeremy P. Stutsman, Mayor

Craig W. Brunner, President

Mary Nichols, Member

Date: _____

Michael Landis, Member

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

April 20, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Conditional Offer of Employment to Justin T. Rayl

Attached is a Conditional Offer of Employment Agreement with Justin T. Rayl. The agreement sets forth the conditions to be met prior to beginning employment with the City's Police Department as a probationary patrol officer. The Board will be requested to confirm the offer of employment when a position opening becomes available in the Police Department.

On behalf of the Police Department, it is recommended that the Board:

- (1) Extend a conditional offer of employment to Justin T. Rayl as a probationary patrol officer.
- (2) Approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Justin T. Rayl.

CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2020, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **Justin T. Rayl** (Rayl).

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

PREREQUISITES TO BEGINNING EMPLOYMENT

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

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

City will confirm its offer of employment to Rayl if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen City Police Department. In the event that approval is not given by the

board of trustees of the InPRS, City withdraws this conditional offer of employment, and Rayl accepts City's withdrawal and this agreement shall be terminated.

AMENDMENT

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

SEVERABILITY

If any provision, covenant, or portion of this agreement or its application to any person, entity or property is held to be invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this agreement.

INTEGRATION

This agreement supercedes all prior agreements and negotiations that relate to the subject matter and is a full integration of the agreement of the parties.

INDIANA LAW

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

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that this agreement may not be assigned without the written consent of the parties.

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

Jeremy P. Stutsman, Mayor

Date: _____



Justin T. Rayl

Date: 04/14/2020



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April 20, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Resolution 2020-15 – Approve Goshen Police Department Policies

The Police Department recommends that the Board approve the following Department policies and repeal the existing policies:

Investigation of an Incident of Deadly Force, Policy 06 (2020)
Electronic Recording Device and Data, Policy 13 (2020)
Promotion, Policy 19 (2020)

Rather than reprinting the entire redlined policies to show the revisions, I have attached to this memo just the affected pages from each policy. The policy number is referenced in the lower left corner of the page.

It is recommended that the Board adopt Resolution 2020-15, Approve Goshen Police Department Policies 06 (2020), 13 (2020) and 19 (2020).

INVESTIGATION OF AN INCIDENT OF DEADLY FORCE

POLICY 06 (2020)

- I. **POLICY:** The following procedures will be used to report and investigate incidents of serious bodily injury or death involving a department member who was acting within the scope of the officer's employment whether the officer was on-duty or off-duty at the time of the incident.
 - A. Whenever an officer is involved in an incident resulting in serious bodily injury or death, either accidentally or intentionally, the officer involved shall immediately do the following:
 1. Determine the physical condition of any injured person and render first aid when appropriate.
 2. Request necessary emergency medical assistance.
 3. Notify dispatch of the incident and location. The officer will remain at the scene (unless injured) until the arrival of appropriate investigators and/or supervisors.
 4. The officer will protect any discharged weapon for examination and submit the discharged weapon to the appropriate ~~scene officer in charge or~~ investigator. The officer shall relinquish to the ~~scene officer in charge or~~ investigator any equipment or uniform items requested by the ~~scene officer in charge or~~ investigator.
 5. It is recommended that the involved officer not discuss the incident with anyone other than the following people until the officer has provided a formal statement to the investigators of the law enforcement agency investigating or the department:
 - a. Officer's spouse,
 - b. Attorney,
 - c. Department attorney,
 - d. FOP representative,
 - e. Member of the clergy, or
 - f. Healthcare provider or a psychologist.

6. Provide a prompt voluntary “Public Safety Statement” regarding the general information about the incident to include, but not be limited to information necessary to apprehend suspects, any immediate hazards to other responding personnel or the public, identity and location of any witnesses, location of any weapons, identity of all scenes that must be protected, and any other exigent information the involved officer believes to be relevant to the scene officer-in-charge or designee appointed by the Executive Staff.
7. For an incident involving an “Officer Involved Shooting”, the supervisor on duty should follow the Elkhart County Protocol as described in Directive “Police Action Shooting Protocol”.
8. If the event involved the use of a firearm, it shall be understood that the ~~scene officer-in-charge~~ investigator will obtain custody of all firearms from the officers involved including the ammunition and/or any other weapon that might be considered evidence. If an officer fires a weapon, it will be provided to the investigating law enforcement agency to have the weapon examined to determine if it was functioning properly.

B. CRIMINAL INVESTIGATION

1. Whenever possible, the officer will be afforded a minimum of twenty-four (24) hours before a criminal investigator will ask for a formal interview/statement.
2. The criminal investigator will advise the officer that the investigation is criminal in nature and that it is not an administrative or disciplinary inquiry. The investigator will inform the officer that the investigator is investigating the incident to determine if any criminal laws have been violated.
3. The criminal investigation should be conducted prior to any internal investigation or civil liability investigation.
4. The Police Chief may request an outside law enforcement agency to investigate or assist with the criminal investigation. The purpose of the criminal investigation is to determine whether any criminal laws have been violated that resulted in death or serious bodily injury to a person, arrestee or detainee. The completed investigation will be provided to the Elkhart County Prosecutor’s Office for review. The Prosecutor’s Office may or may not decide to have the incident reviewed by the grand jury.
5. The officers will be informed that they are not being compelled to give any statement or answer any questions which may incriminate them, and are not required to waive

- f. The officer reasonably believes the recording at a hospital may compromise patient confidentiality.
 - g. A pursuit has been terminated and the officer has performed the required actions necessary for the officer's involvement in the pursuit.
 - h. The officer is interviewing an informant for the purpose of gathering intelligence.
2. Once an officer de-activates their body camera, it is the officer's responsibility to re-activate their body camera should the circumstances require it.
 3. When policy and the circumstances do not require continued activation of the body camera, the officer may use his/her own discretion when deciding to de-activate the body camera.
 4. During crowd control, protest or mass arrest incidents, officers shall use their body cameras unless otherwise directed by the Incident Commander. The Incident Commander shall document his/her orders in an appropriate report.

C. RECORDING NOTIFICATION

1. An officer is not required to advise or obtain consent from a person when operating a body camera in a public place or in a location where the officer is lawfully present.
2. If an interview is conducted within a private place and the interview is inconsequential to the investigation, it is preferred police practice to inform the other party of the officer's intent to record.

D. OPERATION OF THE ELECTRONIC RECORDING DEVICES

1. An officer assigned electronic recording devices shall, at the beginning of the shift, ensure that the devices are fully charged and functioning properly.
2. An officer shall position and securely attach a body camera to the front of his/her uniform or uniform equipment at the beginning of the shift. The view of the body camera shall not be obstructed by other equipment, gear or objects.
3. An officer shall upload any digital data files including evidentiary digital data recorded from the electronic recording devices at the end of each shift unless an earlier upload is required because of storage capacity.
4. In-car video data which is not evidentiary data shall be uploaded by the end of the officer's workweek.

The promotion of a sworn officer to any rank or position covered by the promotion process shall include a written examination, an oral interview, consideration of the officer's seniority, and the officer's last two (2) performance evaluations. All promotions are subject to the final selection of the Police Chief and approval by the Board of Public Works and Safety.

1. WRITTEN EXAMINATION (maximum 25 points)

Officers seeking a promotion will be required to take a written examination related to police work. The exam shall include questions approved by the Police Chief from Goshen Police Department Standard Operating Procedures, Goshen Police Department Chief's Directives and Administrative Directives, Indiana motor vehicle statutes, Indiana criminal law and procedures, City ordinances, City policies, collective bargaining agreement between the City and the Fraternal Order of Police, and from issues related to general police practices, including supervisory and management practices. The questions will be in the form of true/false and multiple choice.

Each completed exam will be inserted in a sealed envelope and placed in the custody of the Assistant Police Chief, and each exam shall be graded by at least two (2) members of the Goshen Police Department.

Upon completion of the grading of the written exam, any officer who took the written examination will be permitted to review the exam on the day of testing for the purpose of making the Assistant Police Chief aware of a question that could possibly be misinterpreted. The review will not have any effect on the current promotion process except to correct any clear error in grading.

2. ORAL INTERVIEW (maximum 25 points)

Officers seeking promotion will be required to participate in an oral interview that will be conducted by at least three (3) officers selected by the Police Chief which may include any officer holding at least the rank of Captain. The Police Chief may be one of the interviewers if he or she so chooses.

Each interviewer will individually score each officer interviewed. The officer may receive a maximum of twenty-five (25) points. The individual scores will be totaled and divided by the number of interviewers to determine the average score for the officer. The average score will be the number of points received by the officer for the oral interview portion of the promotion process.

RESOLUTION 2020-15

Approve Goshen Police Department Policies 06 (2020), 13 (2020) and 19 (2020)

WHEREAS the Goshen Police Department wishes to revise and amend certain Department policies, and recommends to the Goshen Board of Public Works and Safety the approval of the policies attached to this resolution and the repeal of the certain current Department policies.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety APPROVES the following Goshen Police Department Policies, copies of which are attached to and made a part of this resolution:

Investigation of an Incident of Deadly Force, Policy 06 (2020)

Electronic Recording Device and Data, Policy 13 (2020)

Promotion, Policy 19 (2020)

BE IT FURTHER RESOLVED that upon the approval of the above policies, the Board REPEALS the following current Goshen Police Department policies:

Investigation of an Incident of Deadly Force, Policy 06 (2019)

Electronic Recording Device and Data, Policy 13 (2019)

Promotion, Policy 19 (2019)

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on April _____, 2020.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

INVESTIGATION OF AN INCIDENT OF DEADLY FORCE

POLICY 06 (2020)

- I. **POLICY:** The following procedures will be used to report and investigate incidents of serious bodily injury or death involving a department member who was acting within the scope of the officer's employment whether the officer was on-duty or off-duty at the time of the incident.
 - A. Whenever an officer is involved in an incident resulting in serious bodily injury or death, either accidentally or intentionally, the officer involved shall immediately do the following:
 1. Determine the physical condition of any injured person and render first aid when appropriate.
 2. Request necessary emergency medical assistance.
 3. Notify dispatch of the incident and location. The officer will remain at the scene (unless injured) until the arrival of appropriate investigators and/or supervisors.
 4. The officer will protect any discharged weapon for examination and submit the discharged weapon to the appropriate investigator. The officer shall relinquish to the investigator any equipment or uniform items requested by the investigator.
 5. It is recommended that the involved officer not discuss the incident with anyone other than the following people until the officer has provided a formal statement to the investigators of the law enforcement agency investigating or the department:
 - a. Officer's spouse,
 - b. Attorney,
 - c. Department attorney,
 - d. FOP representative,
 - e. Member of the clergy, or
 - f. Healthcare provider or a psychologist.
 6. Provide a prompt voluntary "Public Safety Statement" regarding the general information about the incident to include, but not be limited to information necessary to apprehend suspects, any immediate hazards to other responding personnel or the public, identity and location of any witnesses, location of any weapons, identity of all

scenes that must be protected, and any other exigent information the involved officer believes to be relevant to the scene officer-in-charge or designee appointed by the Executive Staff.

7. For an incident involving an “Officer Involved Shooting”, the supervisor on duty should follow the Elkhart County Protocol as described in Directive “Police Action Shooting Protocol”.
8. If the event involved the use of a firearm, it shall be understood that the investigator will obtain custody of all firearms from the officers involved including the ammunition and/or any other weapon that might be considered evidence. If an officer fires a weapon, it will be provided to the investigating law enforcement agency to have the weapon examined to determine if it was functioning properly.

B. CRIMINAL INVESTIGATION

1. Whenever possible, the officer will be afforded a minimum of twenty-four (24) hours before a criminal investigator will ask for a formal interview/statement.
2. The criminal investigator will advise the officer that the investigation is criminal in nature and that it is not an administrative or disciplinary inquiry. The investigator will inform the officer that the investigator is investigating the incident to determine if any criminal laws have been violated.
3. The criminal investigation should be conducted prior to any internal investigation or civil liability investigation.
4. The Police Chief may request an outside law enforcement agency to investigate or assist with the criminal investigation. The purpose of the criminal investigation is to determine whether any criminal laws have been violated that resulted in death or serious bodily injury to a person, arrestee or detainee. The completed investigation will be provided to the Elkhart County Prosecutor’s Office for review. The Prosecutor’s Office may or may not decide to have the incident reviewed by the grand jury.
5. The officers will be informed that they are not being compelled to give any statement or answer any questions which may incriminate them, and are not required to waive their Fifth Amendment right to remain silent. The cooperation from the officer should only be voluntary.
6. While the Goshen Police Department and its staff will do whatever they can to assist an officer involved in an incident which results in serious bodily injury or death to another, the officer should keep in mind that the interest of the department and the officer’s individual interests may differ.

7. The involved officer may wish to retain an attorney to represent their personal interests.

C. INTERNAL INVESTIGATION

1. The Chief of Police will designate officer(s) to conduct an internal investigation of the incident. Upon completion, the internal investigation will be provided to the Response to Resistance Review Board.
2. A review of the internal investigation and the officer's report will be conducted by the Response to Resistance Review Board. The Board will provide an advisory opinion of the force used and will provide that opinion to the police executive staff.
3. The investigations and advisory opinions will be reviewed by the police Executive Staff and the Chief of Police will provide a final assessment.
4. Criminal investigators will not use any compelled information from an internal investigation or a civil liability investigation.
5. The officer(s) conducting the internal investigation will provide the officer with the Garrity Warning which includes the following statement:

GARRITY STATEMENT

On _____ (date) _____ (time) at _____ (location), I, _____ (name), was ordered to submit this report by _____ (name and rank). I submit this report at his/her order as a condition of my employment. In view of possible job forfeiture, I have no alternative but to abide by this order.

It is my belief and understanding that the department requires this report solely and exclusively for internal purposes and will not release it to any other agency. It is further my belief that this report will not and cannot be used against me in any subsequent proceedings. I retain the right to amend or change this statement upon reflection to correct any unintended mistake without subjecting myself to a charge of untruthfulness.

For any and all other purposes, I hereby reserve my constitutional right to remain silent under the Fifth and Fourteenth amendments to the US Constitution and any other rights prescribed by law. Further, I rely specifically upon the protection afforded me under the doctrines set forth in *Garrity v. New Jersey*, 385 U.S. 493 (1967) and *Spevack v. Klien*, 385 U.S. 551 (1956), should this report be used for any other purpose of whatsoever kind or description.

6. The officer involved may be placed on paid administrative leave by the Chief of Police. The purpose of the leave is to allow the officer time away from the normal agency responsibilities so the officer may address personal and emotional needs arising from the incident. The officer involved may be required to seek counseling in dealing with the moral, ethical, and/or psychological effects of the incident. The spouse and/or family of the officer involved will be afforded counseling along with the officer to assist in dealing with the effects of the situation, if requested. The length and time of the administrative leave will fall under the discretion and authority of the Chief of Police. While on administrative leave, the officer involved will not be eligible for off duty work as a police officer, including part time jobs.

II. DEFINITIONS

- A. Involved: means an officer who used or allegedly used deadly force, or if deadly force was not used, the officer who interacted with the subject immediately prior to the serious bodily injury or death. “Involved” does not include an officer who may have witnessed the actions of another officer or civilian.
- B. Response to Resistance Review Board: The Response to Resistance Review Board is an advisory board consisting of members selected by the Chief of Police to review Response to Resistance Reports and provide an advisory opinion to the police executive staff.



Jose Miller #116
Chief of Police

ELECTRONIC RECORDING DEVICE AND DATA

POLICY 13 (2020)

- I. **BACKGROUND:** This policy sets forth when and how Goshen City Police Department will use electronic recording devices including in-car video systems and body cameras. The policy also addresses supervisory review of electronic recording data and the storage of electronic storage data.
- II. **POLICY:** The purpose of this policy is to set forth departmental policy and procedures for the collection, management, storage and retrieval of audio/video digital media recorded using the in-car video systems, body worn cameras, and any other electronic recording device. To ensure the highest level of professional conduct by our officers and civility from community members, the Goshen Police Department will implement the use of the Electronic Recording Device and Data policy to assist the police to:
1. Capture a more accurate record of police officer encounters with the public;
 2. Enhance public trust and police legitimacy;
 3. Enhance public and police safety;
 4. Enhance commitment to bias free service delivery by officers to the public;
 5. Protect officers from unwarranted accusations of misconduct;
 6. Provide improved evidence for investigative, judicial and oversight purposes; and
 7. Provide information as to the effectiveness of police procedures and training.

III. PROCEDURE

A. ACTIVATION OF ELECTRONIC RECORDING DEVICES

1. An officer, including a backup officer, shall activate his/her in-car video during traffic stops, emergency responses to a call for service and any other time emergency lights are used except when emergency lights are used for the sole purpose of traffic control.
2. Except as provided in item 3, an officer that is assigned a body camera, including a backup officer, shall activate his/her body camera in any of the following circumstances:
 - a. Citizen contacts (consensual encounters) to confirm or dispel a suspicion that a citizen may be involved in criminal activity.

- b. Citizen contacts with victims or witnesses if their information is perceived to have evidentiary value in real time to the incident and not just the initial reporting of an incident.
 - c. Any detention or arrest.
 - d. Any assessment or evaluation for a psychiatric detention.
 - e. Any vehicle pursuit.
 - f. Serving a search warrant or arrest warrant.
 - g. Conducting any of the following searches of a person or property:
 - i. Incident to an arrest,
 - ii. Cursory,
 - iii. Probable cause,
 - iv. Probation/Parole,
 - v. Consent, or
 - vi. Traffic stop.
 - h. Transporting any detained or arrested citizen.
 - i. Any other exigent circumstances.
 - j. Upon the order of a higher ranking officer.
3. The Chief, Assistant Chief or Division Chief may determine that the use of a body camera by an officer actively engaged in a specialized team (SWAT Unit or Drug Unit) could result in disclosure of operational or tactical information that would compromise the effectiveness of the specialized team operation or jeopardize the officer's safety. In such case, the Chief, Assistant Chief or Division Chief may except the officer engaged in a specialized team operation from activating his/her body camera. The exception must be communicated in advance to the officer.
4. Activation is not required in the following circumstances; however, the officer may in his/her discretion activate the body camera:
- a. When taking a report or conducting a preliminary investigation and the officer reasonably believes no criteria for a required activation is present.

- b. Any meeting with a confidential informant.
 - c. While on a guard assignment at a police, medical, psychiatric, jail, or detention facility.
 - d. Any meeting with an undercover officer.
 - e. While working in an undercover capacity or covert police action.
5. In using electronic recording devices, officers shall not do the following:
- a. Intentionally record any personal conversations with another police employee without the other employee's knowledge.
 - b. Duplicate, edit, alter or distribute any recording or digital data without proper authorization.
 - c. Remove, dismantle or tamper with any hardware/software component or other part of any electronic recording device without proper authorization.
 - d. Wear or use any personally owned electronic recording equipment.

B. DE-ACTIVATION

1. An officer shall not de-activate his/her body camera when it was activated as required by this policy until:
- a. The officer's involvement in the citizen contact or detention has concluded.
 - b. The officer receives an order from a higher-ranking officer to de-activate the body camera.
 - c. The officer is discussing administrative, tactical or law enforcement sensitive information away from any member of the general public.
 - d. The officer is at a location where the officer is not likely to have interaction or a chance encounter with the suspect such as outer perimeter post or traffic control post.
 - e. The search requiring activation has concluded.
 - f. The officer reasonably believes the recording at a hospital may compromise patient confidentiality.

- g. A pursuit has been terminated and the officer has performed the required actions necessary for the officer's involvement in the pursuit.
 - h. The officer is interviewing an informant for the purpose of gathering intelligence.
2. Once an officer de-activates their body camera, it is the officer's responsibility to re-activate their body camera should the circumstances require it.
 3. When policy and the circumstances do not require continued activation of the body camera, the officer may use his/her own discretion when deciding to de-activate the body camera.
 4. During crowd control, protest or mass arrest incidents, officers shall use their body cameras unless otherwise directed by the Incident Commander. The Incident Commander shall document his/her orders in an appropriate report.

C. RECORDING NOTIFICATION

1. An officer is not required to advise or obtain consent from a person when operating a body camera in a public place or in a location where the officer is lawfully present.
2. If an interview is conducted within a private place and the interview is inconsequential to the investigation, it is preferred police practice to inform the other party of the officer's intent to record.

D. OPERATION OF THE ELECTRONIC RECORDING DEVICES

1. An officer assigned electronic recording devices shall, at the beginning of the shift, ensure that the devices are fully charged and functioning properly.
2. An officer shall position and securely attach a body camera to the front of his/her uniform or uniform equipment at the beginning of the shift. The view of the body camera shall not be obstructed by other equipment, gear or objects.
3. An officer shall upload any digital data files including evidentiary digital data recorded from the electronic recording devices at the end of each shift unless an earlier upload is required because of storage capacity.
4. In-car video data which is not evidentiary data shall be uploaded by the end of the officer's workweek.
5. An officer shall report unresolved equipment malfunctions/problems to the officer(s) or staff which is responsible for the issuing of department equipment. This should be

in the form of an email so records can be tracked by the officer, supervisor or equipment staff.

6. An officer shall document on the appropriate report narratives if video and/or audio recordings were obtained. If either video or audio was not obtained, it is the responsibility of the officer to document why such data was not obtained in the narrative of the incident report or the traffic citation.

E. OFFICER, SUPERVISORY AND INVESTIGATORY REVIEW

1. Incident of Deadly Force or In-Custody Death

- a. In the event of an incident of deadly force or in-custody death, electronic recordings shall be uploaded to the server as soon as practical. No officer may view any audio/video digital data prior to completing and submitting the appropriate report(s) and being interviewed by the appropriate investigative unit.
- b. Once an officer's report(s) has been submitted and approved and the officer has been interviewed by the appropriate investigator, the investigator may show the officer his/her audio/video. This will occur prior to the conclusion of the interview process. The officer will be given the opportunity to provide additional information to supplement his/her statement and may be asked additional questions by the investigators.
- c. When a supervisor is approving or investigating an officer's Response to Resistance Report or pursuit, the supervisor shall review the body camera recordings of the officer who is a witness to or involved in the Response to Resistance. No supervisor may review an electronic recording of an incident that will be investigated by outside agencies for incidents of deadly force or in-custody deaths.

2. Investigation of an Officer

- a. An officer who is the subject of a criminal investigation may only view his/her own audio/video recordings at the direction of the Chief of Police and/or agency conducting the criminal investigation.
- b. An officer who is the subject of an internal investigation may only view his/her own audio/video at the direction of the lead officer conducting the internal investigation.

3. Supervisor Review

- a. A supervisor has the authority to review a subordinate officer's digital data recording of a particular incident, or of random incidents, should the supervisor deem it necessary in monitoring the officer's performance. This review may be used for officer performance and training needs, policy compliance, and consistency between written reports and digital data files.
- b. When an officer fails to activate or de-activate their electronic recording devices as required, supervisors and administration shall determine if the cause was reasonable, based upon the circumstances. If a determination is made that the cause was not valid, this determination will be relayed to the officer in question.
- c. Accidental or inadvertent recordings that have no evidentiary purpose may be deleted by a supervisor who independently determines the digital data is accidental and non-evidentiary in nature.

F. STORAGE OF DIGITAL DATA

1. All digital data recorded shall be unaltered and unobscured. Digital data shall be uploaded and retained according to department Directives.
2. All digital data recorded shall be retained according to Indiana Code § 5-14-3-5.3.

G. DEFINITIONS

1. Activation: Means any process which causes the electronic recording device to record audio and/or video data.
2. Body Camera: Means any audio/video recording device worn by an officer and used for the purposes of capturing digital data.
3. Call for Service: Means an incident attended by a police officer in response to a call for assistance or service.
4. Deactivation: Means any process which causes the electronic recording device to stop recording audio and/or video data.
5. Electronic Recording Device: Means any type of audio and/or video recording devices such as audio recorders, I Pads, covert recording devices, in-car videos and body cameras which are utilized by officers for the purpose of capturing digital data.

6. Exigent Circumstances: Means circumstances where there:
 - a. are reasonable grounds to suspect there is an imminent threat of bodily harm or death to any person.
 - b. are reasonable grounds to believe that evidence relating to the commission of an offense is present in a private place and that entry into the private place is necessary to prevent the imminent loss or imminent destruction of evidence, or
 - c. is a fresh pursuit.
7. In-Car Video: Means any audio/video recording device installed in a police vehicle used for the purposes of capturing digital data.
8. Officer: An officer includes any sworn officer of the Goshen Police Department or other employee of the Goshen Police Department who is assigned an electronic recording device for or on behalf of the City of Goshen.
9. Private Place: Means a place where one may reasonably expect to be safe from uninvited intrusion or surveillance, but does not include a place to which the public has lawful access.
10. Public Place: Means any place to which the public has access as a right or by invitation, expressed or implied.



Jose' Miller #116
Chief of Police

PROMOTION

POLICY 19 (2020)

I. **POLICY:** This policy applies to all sworn officers of the Goshen Police Department.

A. ELIGIBILITY FOR PROMOTION

An officer must meet the following eligibility requirements to be eligible for a promotion to an open position:

1. The officer must have at least two (2) years of continuous service in the Goshen Police Department to compete for the position of Patrol Division Sergeant or Investigation Division Detective.
2. The officer must have at least four (4) years of continuous service in the Goshen Police Department to compete for the position of Patrol Division Lieutenant.
3. The officer must have at least four (4) years of continuous service in the Goshen Police Department and currently hold or previously held the rank of Patrol Division Sergeant or Patrol Division Lieutenant to compete for the position of Patrol Division Captain.
4. The officer must have scored at least thirty-two (32) points on the officer's most recent performance evaluation to be considered for promotion.
5. If an officer was previously demoted for disciplinary reasons, the officer is eligible to compete for promotion if the period of promotion ineligibility under the terms of the demotion has ended, and the officer is not competing for any rank or position equal to or higher than the rank or position that the officer held prior to the demotion unless at least two (2) years have elapsed since the demotion.

B. PROMOTION PROCESS

The promotion process applies to all ranks and positions except upper-level policy making positions, lateral transfers, Drug Unit positions, School Resource Officer positions, and Training Officer positions. The upper-level policy making positions include the Police Chief, Assistant Police Chief, and the two (2) Division Chiefs.

When an opening occurs for any rank or position covered by the promotion process, a notice and sign-up sheet shall be posted in the squad room for a minimum of fourteen (14) days. In the event that fewer than three (3) officers sign up to compete for an open rank or position, the Police Chief can elect to delay the promotion process.

The promotion of a sworn officer to any rank or position covered by the promotion process shall include a written examination, an oral interview, consideration of the officer's seniority, and the officer's last two (2) performance evaluations. All promotions are subject to the final selection of the Police Chief and approval by the Board of Public Works and Safety.

1. WRITTEN EXAMINATION (maximum 25 points)

Officers seeking a promotion will be required to take a written examination related to police work. The exam shall include questions approved by the Police Chief from Goshen Police Department Standard Operating Procedures, Goshen Police Department Chief's Directives and Administrative Directives, Indiana motor vehicle statutes, Indiana criminal law and procedures, City ordinances, City policies, collective bargaining agreement between the City and the Fraternal Order of Police, and from issues related to general police practices, including supervisory and management practices. The questions will be in the form of true/false and multiple choice.

Each completed exam will be inserted in a sealed envelope and placed in the custody of the Assistant Police Chief, and each exam shall be graded by at least two (2) members of the Goshen Police Department.

Upon completion of the grading of the written exam, any officer who took the written examination will be permitted to review the exam on the day of testing for the purpose of making the Assistant Police Chief aware of a question that could possibly be misinterpreted. The review will not have any effect on the current promotion process except to correct any clear error in grading.

2. ORAL INTERVIEW (maximum 25 points)

Officers seeking promotion will be required to participate in an oral interview that will be conducted by at least three (3) officers selected by the Police Chief which may include any officer holding at least the rank of Captain. The Police Chief may be one of the interviewers if he or she so chooses.

Each interviewer will individually score each officer interviewed. The officer may receive a maximum of twenty-five (25) points. The individual scores will be totaled and divided by the number of interviewers to determine the average score for the officer. The average score will be the number of points received by the officer for the oral interview portion of the promotion process.

3. SENIORITY (maximum 5 points)

Officers seeking a promotion will receive points based on the officers' seniority with the Goshen Police Department as set forth in the table below. The dates used to calculate the number of seniority points received will be based on the officer's date of hire and the date the written examination is taken.

Two to three years.....	1 point
Three to four years	1 ½ points
Four to five years	2 points
Five to six years	2 ½ points
Six to seven years.....	3 points
Seven to eight years	3 ½ points
Eight to nine years	4 points
Nine to ten years	4 ½ points
Ten or more years	5 points

4. PERFORMANCE EVALUATION (maximum 45 points)

The last two (2) performance evaluations of officers seeking a promotion shall be considered in the promotion process. The evaluation scores received by the officer shall be averaged for the number of points given for the performance evaluation portion of the promotion process.

C. SCORING, APPROVAL AND APPOINTMENT

The individual scores received for the written examination, oral interview, officer seniority, and performance evaluation for each officer seeking promotion shall be totaled, and all officers shall be ranked based on their total scores.

The names of officers receiving the three (3) highest total scores shall be given to the Police Chief for further review and consideration. The Police Chief, with input from the Assistant Police Chief and two (2) Division Chiefs, will select the officer to be promoted from the officers receiving the three (3) highest scores and shall forward the selected officer to the Board of Public Works and Safety for approval and appointment. If the Police Chief believes that it is inappropriate for the Police Chief to make a decision on any particular promotion, the Police Chief may designate the Assistant Police Chief to make the selection and forward the selected officer to the Board of Public Works and Safety for approval and appointment.

D. MAYOR AND POLICE CHIEF APPOINTMENTS

The Mayor shall appoint the officers to or remove the officers from the other upper-level policy making positions with the approval of the Goshen Board of Public Works and Safety. The Mayor may elect to accept input from the Police Chief. The upper-level policy making positions are the Police Chief, Assistant Police Chief, and two (2) Division Chiefs. The Mayor's appointments are made without application of the promotion process set forth above.

The Police Chief may appoint officers to or remove officers from non-rank departmental positions, including the position of School Resource Officer, the position of Training Officer, or a position in the Drug Unit. The Police Chief's appointments are made without application of the promotion process set forth above.

The Police Chief will appoint the position of School Resource Officer upon receiving a recommendation following an oral interview conducted jointly by school officials and Goshen Police Department members to be selected by the Police Chief and school officials. If the officer appointed to the School Resource Officer position is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period. All other officers shall receive the pay for a School Resource Officer as authorized in the current salary ordinance while assigned to that position. The officer must have at least two (2) years of continuous service in the Goshen Police Department to be considered for a non-rank departmental position.

The officer appointed as Training Officer shall receive an amount equal to Lieutenant's pay while assigned to that position unless the officer is a Probationary Patrol Officer or the officer holds a rank higher than Lieutenant. If the officer appointed to the Training Officer position is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period. If the officer holds a rank higher than Lieutenant, the officer will be paid according to the officer's current rank.

Any officer who is assigned to the Drug Unit shall receive an amount equal to Lieutenant's pay as long as the officer remains in the Drug Unit unless the officer is a Probationary Patrol Officer or the officer holds a rank higher than Lieutenant. If an officer assigned to the Drug Unit is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period. If the officer holds a rank higher than Lieutenant, the officer will be paid according to the officer's current rank. If an officer is placed in charge of the Elkhart County Drug Unit, such officer shall receive an amount equal to Captain's pay but will not hold the rank of Captain unless the officer has tested and been appointed to that rank.

The appointment to a non-rank departmental position, which includes School Resource Officer, Training Officer, or a position in the Drug Unit, does not denote rank for any purpose, including lateral transfer.

E. LATERAL TRANSFER TO OPEN POSITION

When an opening in the Patrol Division occurs, any officer meeting the eligibility requirements for the open position and who holds an equal or greater rank within the Patrol Division may transfer to the position without testing for the position.

If more than one (1) officer meeting the eligibility requirements for the open position and who holds an equal or greater rank within the division requests transfer to the position, then the officer with the higher rank will be appointed to the position. If two (2) officers of equal rank request transfer to the position, then the officer with greater time-in-grade will be appointed to the position.

For the purposes of lateral transfer, appointed rank does not apply. Appointed rank includes Drug Unit rank, School Resource Officer rank, Training Officer rank, and upper-level policy making ranks. If the officer has appointed rank, the officer's rank prior to the appointed rank will be used to apply the lateral transfer policy. In all other cases, current rank applies for the purposes of the lateral transfer policy and higher prior rank will not be considered. An upper-level policy making position is not rank for the purpose of a lateral transfer.

The Investigation Division and Patrol Division are considered separate entities. Lateral transfers from one to the other are not permitted without using the promotion process set forth above.



Jose Miller #116
Chief of Police