



**City of Bloomington  
Board of Public Safety**

**AGENDA  
BOARD OF PUBLIC SAFETY  
REGULAR MEETING  
TUESDAY, MARCH 20, 2018  
AT 5:00 P.M.  
BLOOMINGTON CITY HALL  
401 N MORTON STREET  
BLOOMINGTON, IN 47401  
MCCLOSKEY CONFERENCE ROOM**

1. CALL TO ORDER
2. APPROVAL OF MINUTES
  - a. January 16, 2018
  - b. February 20, 2018
  - c. February 27, 2018 Special Meeting
3. POLICE DEPARTMENT BUSINESS
  - a. Report on Monthly Statistics and Training Update; Letters Of Appreciation and Commendation
  - b. General Business
  - c. Purchases: Expenditures/Procurements
  - d. Personnel Issues
  - e. Rule & Regulation Update
  - f. Owens Communications Contract
4. FIRE DEPARTMENT BUSINESS
  - a. Report on Monthly Statistics and Training Update; Letters Of Appreciation and Commendation
  - b. General Business
  - c. Purchases: Expenditures/Procurements
  - d. Personnel Issues
  - e. Locution Contract
5. BOARD BUSINESS
  - a. Review of BPS Payroll
6. POLICE CHIEF'S DISCIPLINARY REVIEW
7. OTHER BUSINESS
  - a. Police Department & Fire Department Tours for Board Members
8. PUBLIC COMMENT
9. ADJOURNMENT

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## **BLOOMINGTON BOARD OF PUBLIC SAFETY**

The Bloomington Board of Public Safety held its regular monthly meeting on **Tuesday, February 20, 2018, at 5:00 p.m.**, in the City of Bloomington City Hall McCloskey Conference Room located at 401 N. Morton Street, Bloomington, Indiana.

### **CALL TO ORDER**

Chairperson Susan Yoon called the meeting to order. Board members present were Martin McCrory. There was not a quorum so today's meeting was an informational meeting. Others attending are listed on the attached sheet.

### **APPROVAL OF MINUTES**

The approval of the January 16, 2018, minutes will have to be approved during the March meeting since there was not a quorum.

### **POLICE DEPARTMENT BUSINESS**

#### **Training and Incident Reports and Statistics; Letters of Appreciation and Commendation**

Deputy Chief Joe Qualters reported on the monthly statistics, training and letters of appreciation and commendation.

#### **General Business**

Chief Mike Diekhoff reported that the assessor's from CALEA (Commission on Accreditation for Law Enforcement Agencies) will be coming March 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> to review the policies and paperwork to make sure that the Police Department is in compliance. All of the Board of Public Safety Members have been listed. The assessors may reach out to the Board Members to ask questions. A public meeting will be scheduled at some point. They will also have the ability set up for people to send in questions regarding the accreditation process. He also mentioned the CIRT (Critical Incident Response Team) Vehicle controversy. This has been consuming all of BPD's time. The Board will be getting a packet of information that will contain: information of past events where the old vehicle was used, several attachments of recommendation that the ACLU (American Civil Liberties Union) put out for agencies with a 2014 report, the Police Department policy on how the CIRT team is used, a matrix of how the CIRT team will be called out, "Use of Force" Form, and the Operations Plan. The purpose of the vehicle is to safely transport the Tactical Team into "high risk" situations. This is a "replacement vehicle" for the one that was retired in 2012. The Board will have this information prior to the meeting which is being held next Tuesday (February 27, 2018). After the meeting, we will host an "Informational Session" similar to what the Mayor did for the Annexation.

#### **Purchases: Expenditures/Procurements**

None

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Personnel Issues

On February 13, 2018, five new Police Officers were sworn in. There are two on light duty and 2-3 openings.

**Rules & Regulation Update**

This item will be tabled until the March meeting.

**FIRE DEPARTMENT BUSINESS**

Training and Incident Reports and Statistics; Letters of Appreciation and Commendation

Deputy Chief Jayme Washel reported on the monthly statistics, training. And letters of appreciation and commendation.

General Business

None

Purchases: Expenditures/Procurements

Station 4 will get a new Engine that was paid for with 2017 monies. The \$1.3 Million Dollar Ladder Truck that was mentioned in the January meeting will be in the City's possession by the end of the year. None otherwise. Yoon asked what was going to happen to the old Ladder Truck. The old truck will be put into a "reserve" status. That will also give us ISO (International Organization for Standardization) points.

Personnel Issues

There are three people on light duty, one on administrative leave. Five of our Firefighters are back from light duty. Four new recruits have been placed on shift. Two people are in EMT (Emergency Medical Technician) classes.

**Review of BPS Payroll**

- a. Chief Diekhoff and Deputy Chief Washel agreed the payrolls were correct.

**POLICE CHIEF'S DISCIPLINARY REVIEW**

This item will be tabled until the March meeting.

**OTHER BUSINESS**

City Attorney Mike Rouker came before the Board to let them know that due to the CIRT Vehicle Controversy, the Legal Department has obtained a lot of RFPR (Request For Public Record) requests. An individual (Fargus) is requesting the emails of all of the Board Members. He would like to email the

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Board of his concerns with this vehicle in Bloomington. It has not been determined what the Legal Department is going to do yet. McCrory stated that his IU email address is public record anyway, and he would just ask of Mike to contact IU and let them know about this because he uses his IU emails for Board Business. Yoon stated that she thought one of the other Board members did as well. Mike agreed to make contact with the appropriate person at IU.

**Public Comment**

None.

McCrory moved to adjourn the meeting.

Respectfully submitted,

Renée Rose, Recording Secretary  
Board of Public Safety

**The minutes of the February 20, 2018, Board of Public Safety meeting are approved this 20<sup>th</sup> day of March, 2018.**

S. Yoon \_\_\_\_\_  
Mark A. McCrory \_\_\_\_\_  
\_\_\_\_\_

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## **BLOOMINGTON BOARD OF PUBLIC SAFETY**

The Bloomington Board of Public Safety held a Special Meeting on **Tuesday, February 27, 2018, at 5:00 p.m.**, in the Bloomington City Hall Council Chambers located at 401 N. Morton Street, Bloomington, Indiana.

### **CALL TO ORDER**

Chairperson Susan Yoon called the meeting to order. Yoon did the Roll Call. Board members present were: Susan Yoon, Martin McCrory, Luis Fuentes-Rohwer, Kim Gray, and Maqubé Reese. Others attending are listed on the attached sheet.

### **REMARKS FROM THE BOARD CHAIR**

Yoon did a brief explanation of how the meeting would be conducted throughout the evening.

### **POLICE CHIEF'S PRESENTATION, WITH QUESTIONS FROM THE BOARD**

Chief Mike Diekhoff did a very extensive presentation on the Bearcat Armored Vehicle. After the presentation, there were questions and comments from the Board Members.

### **PUBLIC COMMENT**

There were pro and con comments from the following individuals: Vauhxx from Bloomington Black Lives Matter, Joseph Barber from IU, Jada from Bloomington Black Lives Matter, Alaska aka Suzanne former Buskirk-Chumley Employee, David Capel, Amber Sisco, Ross Martini, Lee Chapman from COB Fire Department, Lisa Abbott, Carey Mason, Vicky B. Business Owner, Lauren, Denise Valcarie, Kate Cox a School Teacher in Monroe County, Darryl Rubel, Trent Trebach, Ray Carpenter, Paul Clark and Vauhxx with Bloomington Black Lives Matters. (NOTE - Spellings of the public names may not be correct).

City of Bloomington Director of Public Engagement Mary Catherine Carmichael wrapped up the session by thanking everyone for attending and inviting them to the "Question and Comment" session that will be held in the atrium area. Mayor Hamilton as well as others will be available to answer questions. There will be another "Question and Comment" session on Thursday, March 1, 2018, from noon until 2:00 p.m. in the atrium area of City Hall.

Yoon adjourned the meeting.

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Respectfully submitted,

Renée Rose, Recording Secretary  
Board of Public Safety

**The minutes of the February 27, 2018 Special Board of Public Safety Meeting are approved this 20<sup>th</sup> day of March, 2018.**

*J. Yoon*  
*Maria McCoy*  
*[Signature]*

*[Signature]*  
*[Signature]*

Finalizing The Fire  
Chief's Discipline  
Findings and  
Decision of Richard  
Garvin

# **Bloomington Police Department**

**Board Of Safety**

**Statistical Report**

**February 2018**





## Bloomington Police Department Board of Public Safety Statistical Report

ARRESTEES (MISD. & FELONIES)		
MONTH	2017	2018
January	180	177
February	187	187
March	232	
April	263	
May	203	
June	271	
July	261	
August	218	
September	246	
October	194	
November	182	
December	206	
<b>TOTALS:</b>	<b>2643</b>	<b>364</b>

JUV REFERRAL (MISD. & FELON)		
MONTH	2017	2018
January	14	24
February	11	21
March	18	
April	18	
May	16	
June	19	
July	21	
August	21	
September	31	
October	38	
November	14	
December	11	
<b>TOTALS:</b>	<b>232</b>	<b>45</b>

DOMESTIC VIOLENCE CASES		
MONTH	2017	2018
January	18	55
February	18	39
March	22	
April	40	
May	31	
June	39	
July	43	
August	36	
September	38	
October	20	
November	44	
December	42	
<b>TOTALS:</b>	<b>391</b>	<b>94</b>

UCR/IND. HATE CRIMES		
	2017	2018
Jan-Mar	1	
Apr-June	4	
July - Sept	3	
Oct - Dec	2	
<b>TOTALS:</b>	<b>10</b>	<b>0</b>

CALLS FOR SERVICE		
MONTH	2017	2018
January	3784	4191
February	3681	4021
March	4528	
April	4650	
May	4473	
June	4679	
July	4738	
August	4942	
September	4824	
October	4575	
November	4070	
December	3988	
<b>TOTALS:</b>	<b>52932</b>	<b>8212</b>

NOISE CFS		
MONTH	2017	2018
January	135	114
February	152	139
March	169	
April	253	
May	113	
June	81	
July	75	
August	164	
September	203	
October	250	
November	139	
December	87	
<b>TOTALS:</b>	<b>1821</b>	<b>253</b>

MUNICIPAL VIOLATION		
MONTH	2017	2018
January	4	11
February	5	9
March	21	
April	56	
May	4	
June	7	
July	7	
August	29	
September	42	
October	16	
November	8	
December	5	
<b>TOTALS:</b>	<b>204</b>	<b>20</b>

## Bloomington Police Department Board of Public Safety Statistical Report

2018	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL
HOMICIDE	1	0											1
ROBBERY	1	3											4
BURGLARY	40	30											70
LARCENY	113	159											272
VEHICLE THEFT	13	16											29
ARSON	1	0											1
	169	208	0	0	0	0	0	0	0	0	0	0	377

2017	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL
HOMICIDE	0	1	0	0	0	0	0	0	0	1	0	1	3
ROBBERY	8	3	8	7	3	2	5	6	7	6	3	3	61
BURGLARY	45	34	32	38	48	60	45	47	36	46	40	31	502
LARCENY	135	121	156	137	151	163	149	194	249	195	182	162	1994
VEHICLE THEFT	13	10	10	21	18	18	12	20	31	18	16	13	200
ARSON	0	5	2	2	2	3	1	0	1	0	1	0	17
	201	174	208	205	222	246	212	267	324	266	242	210	2777

Disclaimers: \*\* Some monthly totals may change from previous calculations based on the date compiled and what data is available at that time. \*\* Case information listed above is NOT based on Uniformed Crime Reporting standards set by the Federal Bureau of Investigations. It is a compilation of crimes worked by the Bloomington Police Department during that month, regardless of the outcome. \*\* The definition of Domestic Battery changed in 2017.



**City of Bloomington**  
**Police Department**  
*MEMORANDUM*

To: Deputy Chief Qualters  
From: Lieutenant Kovach  
Date: March 1, 2018  
Re: February Detective Division Monthly Report

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<b>Detective Division Assigned Cases:</b>	<b>55</b>
Cyber Crimes	0
Death Investigations	1
White Collar/Fraud	12
Major Crimes	4
Missing Persons	0
Crimes against Persons	5
Property Crimes	20
Sex Crimes	9
Special Investigations	4
<b>Cases Cleared By Arrest:</b>	<b>4</b>
<b>Criminal Charges:</b>	<b>18</b>
<b>Level I Felony</b>	<b>0</b>
<b>Level II Felony</b>	<b>1</b>
<b>Level III Felony</b>	<b>2</b>
<b>Level IV Felony</b>	<b>1</b>
<b>Level V Felony</b>	<b>2</b>
<b>Level VI Felony</b>	<b>3</b>

<b>Misdemeanors:</b>	<b>9</b>
<b>Cases Assigned to Other Agency:</b>	<b>2</b>
<b>Cleared by Exception Cases:</b>	<b>0</b>
<b>Probable Cause Filed:</b>	<b>6</b>
<b>WOW:</b>	<b>5</b>
<b>Unfounded Cases:</b>	<b>6</b>
<b>DPR:</b>	<b>90</b>

<b>Dates Trainings Attended</b>	<b>Total Training Hours</b>	<b>Number of Officers Trained</b>
02/5-02/25	1	9
2/8/2018	2	8
2/8/2018	2	6
2/12/2018	0.5	14
2/15/2018	2	1
02/21-02/24	15	4
2/11/2018	7	4
2/12/2018	3	4
5-Feb	2	4
2/3/2018	4	4
2/16/2018	2	5
2/16/2018	1	4
2/16/2018	1	4
2/12/2018	4	4
19-Feb	1.5	2
5-Feb	2.5	4
6-Feb	1	4
16-Feb	0.5	5
16-Feb	3	4
2/16/2018	0.5	5
2/16/2018	3	5
5-Feb	1.5	2
5-Feb	1	4
19-Feb	1	2
2/15/2018	7	5
2/5/2018	1.5	4
12-Feb	4	4
16-Feb	4	4
3-Feb	0.5	11
Feb	6.5	1
2/20/2018	3	1
2/21/2018	2	1
26-Feb	1	1
28-Feb	0.25	1
Feb 26-28	1	67
Feb 20 -21	14	6
2/23/2018	1	1
23-Feb	4	1
19-Feb	1	1
19-Feb	0.25	1
20-Feb	4	2
20-Feb	3	2
28-Feb	4	1
22-Feb	1	2

22-Feb	1	2
22-Feb	2.5	2
21-Feb	2.5	2
21-Feb	4	2
21-Feb	2	2
23-Feb	7	2
20-Feb	7	1

<b>Training Name/Description:</b>	<b>Total # of hours trained</b>
Breath Test	9
CDU-CDU Mangement	16
CDU-Movements Drills	12
DMT-Staff Updates	7
IDACS	2
IDEA Conference	60
POTC-Basic Criminal Investigation	28
POTC-Basic Report Writing/10Codes	12
POTC-E ticket,UTT, City Ordinances	8
POTC-Post Academy Firearms	16
POTC-Basic Report Writing	10
POTC-Body Camera	4
POTC-NC4/Street Smart	4
POTC-Power DMS/General Orders	16
POTC - Radio use and equipment	3
POTC- Spillman Moble Class	10
POTC- Voice Reports/Dictations	4
POTC 10 Codes/Signal Codes	2.5
POTC-Accident Investigation	12
POTC- CALEA Introduction	2.5
POTC-CPR	15
POTC-Domestic Violence	3
POTC-EVO	4
POTC-Evidence	2
POTC-Firearms	35
POTC-FTO program/Agency 360	6
POTC-Power DMS/General Orders	16
POTC-STOPS	16
RCT-Sick Policy/Rules and Regs	5.5
K-9 Obedience training	6.5
CIRT/SWAT training with K-9	3
K-9 Team Acclimation SWAT trianing	2
K-9 Narcotics Training-Passive Alert Reinforcement	1
K-9 Narcotics Detection on vehicle	0.25
Range-Active Threat from Elevated Postion	67
Cirt Training	84
LMS Course: Autism Spectrum Disorder	1
LMS Course: Active Shooter	4
VAT Online - Crimes: Human Trafficing	1
ILEA IS-0001, Electronic Stability Control Systems for Autos	0.25
POTC: Defensive Tacts	8
POTC: Criminal Tactics	6
LMS Course: Effective Communications	4
POTC: Detective Orientation	2

POTC: Crime Analyst	2
POTC: Standarized Field Soberity	5
POTC: Spillman moble and NC\$	5
POTC: STOPS	8
POTC: EVO	4
POTC: Building Searches and Sims	14
Dive Team: Body recovery and crime scene documentation	7
	575.5



*Letters of Appreciation*

*and*

*Commendation*



None



*Rule &  
Regulation  
Update*

*Owners*

*Communication*

*Contract*

**City of Bloomington Fire Department  
Board of Public Safety Report**

**BLOOMINGTON**



*Established*

*February 17, 1900*

**March 2018**

# Fire Operations

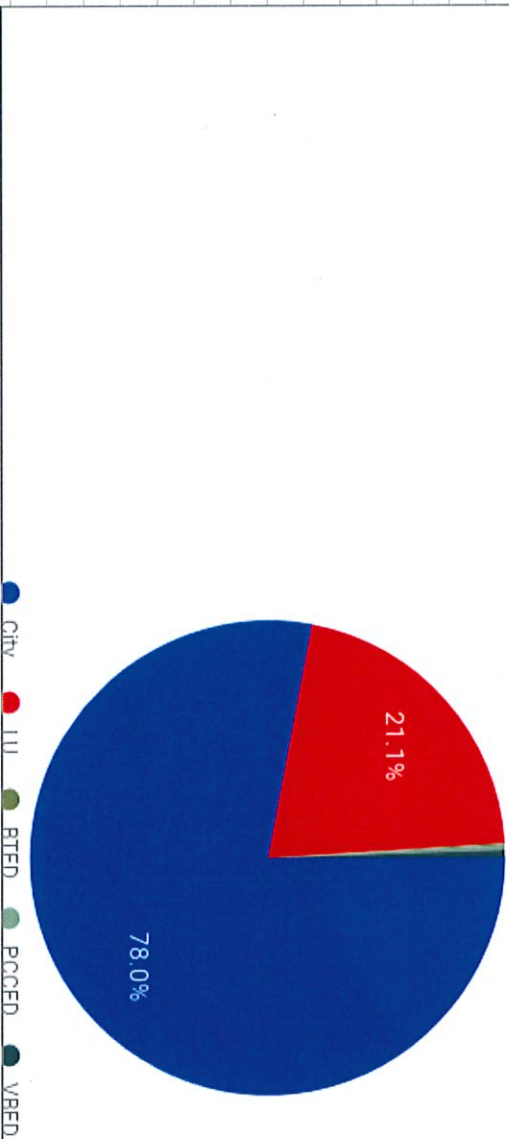
**Incident Type Summary, Response by Area Summary, I.U. Incident Type Summary, Runs by District Percentage, Runs by Unit Summary, and Response Time Analysis/Percentage**



**Bloomington Fire Department  
Response by Area Summary**

<b>Call Types</b>	<b>YTD</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
City	500	292	208										
I.U.	135	88	47										
Salt Creek	0	0	0										
Polk	0	0	0										
BTFD	1	1	0										
PCCFD	2	2	0										
VBFD	3	1	2										
EVFD	0	0	0										
Benton	0	0	0										
Other	0	0	0										
<b>2018 Totals</b>	<b>641</b>	<b>384</b>	<b>257</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
2017 Totals	3885	311	285	283	338	309	326	341	364	346	358	307	317
2016 Totals	3891	306	283	310	331	291	279	325	402	379	369	304	312

**YTD Response by area percentages**

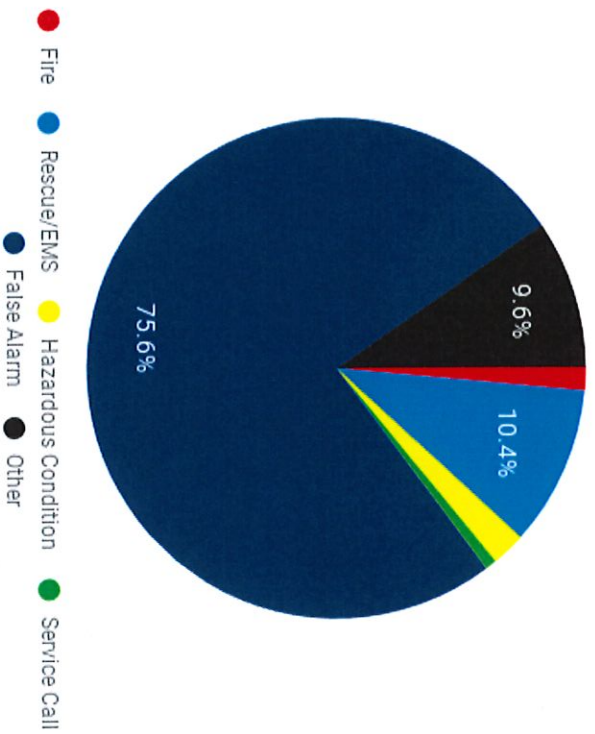




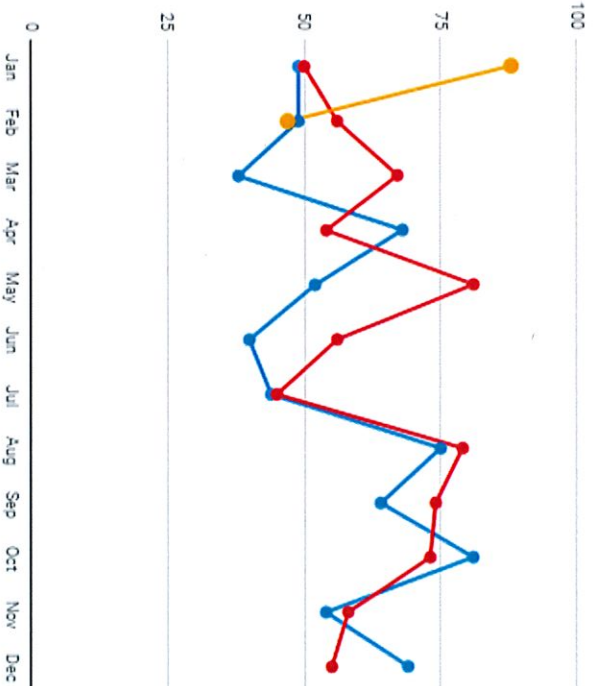
**Bloomington Fire Department  
I.U. Incident Type Summary**

Call Types	YTD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Fire	2	2	0										
Rescue/EMS	14	8	6										
Hazardous Condition	3	2	1										
Service Call	1	1	0										
False Alarm	102	70	32										
Other	13	5	8										
<b>2018 Runs</b>	<b>135</b>	<b>88</b>	<b>47</b>										
<b>2017 Runs</b>	<b>683</b>	<b>49</b>	<b>49</b>	<b>38</b>	<b>68</b>	<b>52</b>	<b>40</b>	<b>44</b>	<b>75</b>	<b>64</b>	<b>81</b>	<b>54</b>	<b>69</b>
<b>2016 Runs</b>	<b>748</b>	<b>50</b>	<b>56</b>	<b>67</b>	<b>54</b>	<b>81</b>	<b>56</b>	<b>45</b>	<b>79</b>	<b>74</b>	<b>73</b>	<b>58</b>	<b>55</b>

**YTD I.U. INCIDENT TYPE PERCENTAGES**



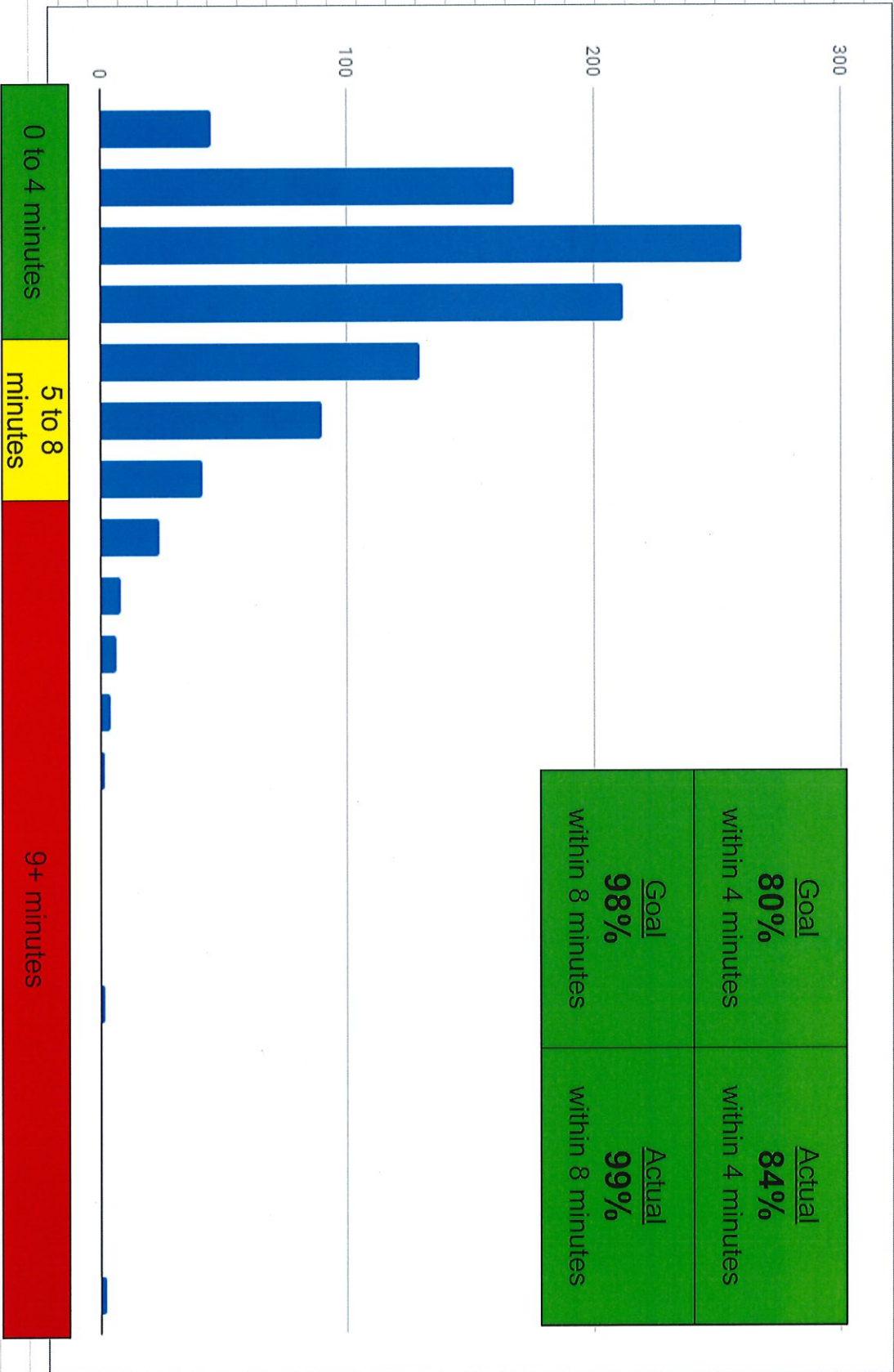
● Fire ● Rescue/EMS ● Hazardous Condition ● Service Call  
● False Alarm ● Other



● 2016 ● 2017 ● 2018

**Bloomington Fire Department  
Response Time Analysis**

<b>Response Times</b>	<b>YTD</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
< 1:00	45	32	13										
1:00 to 1:59	168	90	78										
2:00 to 2:59	260	172	88										
3:00 to 3:59	212	126	86										
4:00 to 4:59	130	73	57										
5:00 to 5:59	90	52	38										
6:00 to 6:59	41	28	13										
7:00 to 7:59	24	20	4										
8:00 to 8:59	8	6	2										
9:00 to 9:59	6	4	2										
10:00 to 10:59	4	2	2										
11:00 to 11:59	1	1	0										
12:00 to 12:59	0	0	0										
13:00 to 13:59	0	0	0										
14:00 to 14:59	0	0	0										
15:00 to 15:59	1	0	1										
16:00 to 16:59	0	0	0										
17:00 to 17:59	0	0	0										
18:00 to 18:59	0	0	0										
19:00 to 19:59	0	0	0										
20:00 +	2	2	0										
<b>2018 - 4 Minute Percentile</b>													
	81%	81%	84%										
<b>2018 - 8 Minute Percentile</b>													
	99%	99%	99%										
<b>2017 - 5 Minute Percentile</b>													
	89%	87%	88%	93%	91%	89%	89%	87%	82%	87%	91%	87%	86%
<b>2017 - 10 Minute Percentile</b>													
	98%	98%	98%	98%	99%	98%	96%	98%	93%	98%	97%	98%	98%



0 to 4 minutes

5 to 8 minutes

9+ minutes

# **Fire Prevention**

**Fire Inspection Activity Summary and Public  
Education/Social Media Reach Summary**

**Bloomington Fire Department  
Fire Inspection Activity Summary**

<b>Inspection Type</b>	<b>YTD</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Consultation	45	22	23										
Database Updates	19	18	1										
Fire Investigations	3	3	0										
<b>Fire Inspections</b>	<b>146</b>	<b>77</b>	<b>69</b>										
Inter-Dept Instruction	4	1	3										
Knox-Box	15	7	8										
Plan Review	32	9	23										
Preplans	176	59	117										
All Other Types	4	1	3										

**TARGET GOAL FOR YEAR 3490**

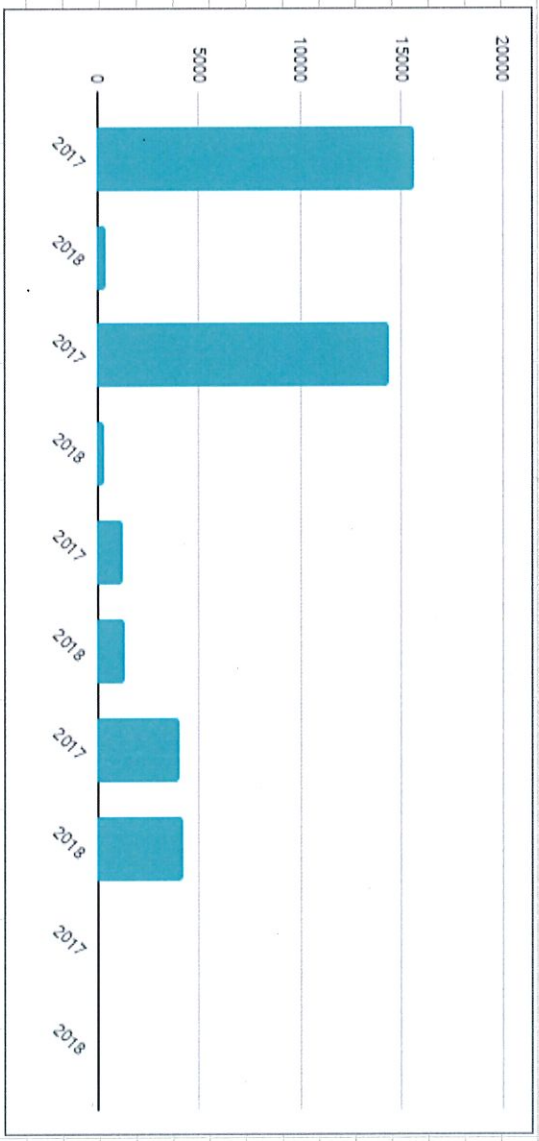
**CURRENT PROGRESS 403**

**PERCENTAGE 12%**



**Bloomington Fire Department  
Public Education (#of people) and Social Media Reach Summary**

Type Of Public Interaction	YTD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Public Education Adults	470	66	404										
Public Education Children	333	42	291										
Juvenile Firesetter	0	0	0										
CPR - Hands Only	0	0	0										
CPR - Full Class	25	9	16										
General First Aid	172	0	172										
Citizen Academy	0	0	0										
Station Tours	23	23	0										
Public Events	0	0	0										
All Other Types	35	20	15										
Twitter (followers)	1326	1320	1326										
Facebook (likes)	4199	4139	4199										
Instagram (followers)	28	15	28										
2017 Adults Educated	15662												
2018 Adults Educated	470												
2017 Children Educated	14377												
2018 Children Educated	333												
2017 Twitter Followers	1288												
2018 Twitter Followers	1326												
2017 Facebook Likes	4021												
2018 Facebook Likes	4199												
2017 Instagram Followers	0												
2018 Instagram Followers	28												



# **Training**

**Training and Certification Hours Summary**



**Bloomington Fire Department  
2017 Training and Certification Hours Summary**

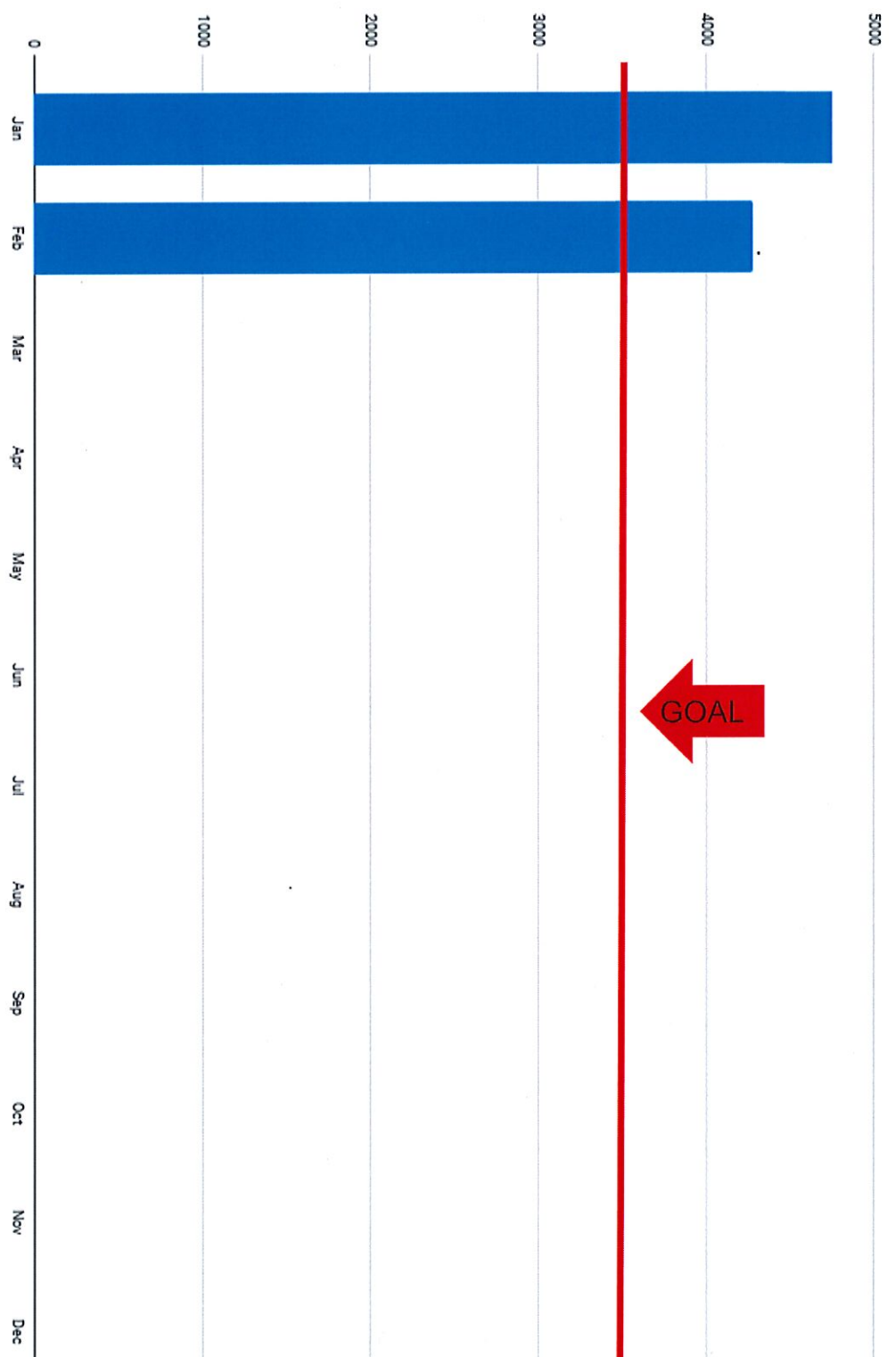
Types Of Training	YTD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
ISO Compliance (FF)	1378	731	648										
ISO Compliance (Driver)	1035	471	564										
ISO Compliance (Officer)	280	141	139										
Medical Training	623	262	361										
Officer Development	139	56	83										
Administrative	874	540	334										
SOG/SOP/Protocol	265	167	99										
Physical Fitness	2189	934	1255										
Rescue/Extrication	450	333	117										
Specialized Rescue	47	4	43										
Fire Prevention	248	115	133										
Public Education	29	0	29										
Instructor Training	100	54	46										
Certifications	1299	917	383										
OSHA Required	48	28	20										
Higher Education	0	0	0										
Conference	28	0	28										
	9028	4749	4279	0	0	0	0	0	0	0	0	0	0

**OUR TRAINING GOAL FOR THE YEAR  
(35222 Hours per month x 12 months)**

**422264**

<b>9028</b>	<b>21%</b>
<b>Total Hours</b>	
<b>50997</b>	
<b>2017 Hours</b>	

# Training and Certification Hours Summary



*Letters Of Appreciation*

*&*

*Commendation*





Monroe Place  
Senior Living



Fire Chief  
Bloomington Fire Department  
300 E. 4<sup>th</sup> Street  
Bloomington, IN 47408

Chief:

On behalf of the residents of Monroe Place Assisted Living, their families, and our staff, I want to express heartfelt appreciation for the time and efforts of the firefighters of Station 5, Black Shift. Your personnel responded to an alarm at our facility on Wednesday February 28 at 11:23 am caused by a sprinkler head that was broken during restoration repairs.

The Black Shift team offered to assist with the water extraction, and in less than 45 minutes had cleared as much water as we had in 4 hours with the original sprinkler line break that required the restoration work. Their efforts reduced the impact of the water damage and reduced the time required to return our living center to normal operations.

I also want to recognize Fire Inspection Officer Tim Clapp for his time and expertise to ensure that we resolved the situation safely for our facility and for our residents, including the implementation of a fire watch.

Thank you again for your staff's initiative to literally bail us out of a difficult situation. We appreciate what you do every day to protect our community, but it was heartwarming to experience firsthand the caring efforts of your department's personnel.

Thank You, and Wishing You Well,



John Everhart  
Executive Director

# Locution Contract



PAYROLL

ANY QUESTIONS?

*Review Of  
Police  
Chief's  
Discipline*

**AGREEMENT BETWEEN CITY OF BLOOMINGTON FIRE DEPARTMENT  
AND  
ERS-OCI WIRELESS**

This Agreement, entered into on this 14<sup>th</sup> day of March, 2018, by and between the City of Bloomington Fire Department (the "Department"), and ERS-OCI Wireless ("Contractor"),

**WITNESSETH:**

WHEREAS, the Department wishes to enter into a contract for the installation of certain software and hardware components associated with Locution; and

WHEREAS, the Department requires the services of a professional contractor in order to perform said services (the "Services" as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Contractor is willing and able to provide such Services to the Department.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Article 1. Scope of Services:**

Contractor shall provide the Services as specified in Exhibit A, "Scope of Services", attached hereto and incorporated into this Agreement.

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement consistent with the Standard of Care identified in Article 2. Contractor shall have ten (10) weeks from the date of final execution of this Agreement to complete the services described in Exhibit A.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Jason Moore as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care:** Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement



between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department:** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation:** The Department shall pay Contractor the amount established in Exhibit A. The Department shall pay 50% on order placement, 25% on equipment arrival at the ERS-OCI facility, and 25% upon final customer installation and system acceptance.

Contractor shall invoice the Department. The invoice shall be sent to:

Bloomington Fire Department  
300 E. Fourth Street  
Bloomington, Indiana 47401

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice.

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5. Appropriation of Funds:** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

**Article 6. Schedule:** Contractor shall perform the Services described in Exhibit A within ten (10) weeks of the execution of this Agreement.

**Article 7. Termination:** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is

received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

**Article 8. Identity of the Contractor:** Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Opinions of Probable Cost:** All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

**Article 10. Reuse of Instruments of Service:** All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification. Any verification or adaptation of documents by Contractor will entitle Contractor to additional compensation at rates to be agreed upon by the Department and the Contractor.

**Article 11. Ownership of Documents and Intellectual Property:** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

**Article 12. Independent Contractor Status:** During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents

or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 13. Indemnification:** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it.

**Article 14. Insurance:** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability and Automobile Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor’s provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department’s required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

**Article 15. Conflict of Interest:** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services

under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 17. Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 18. Assignment:** Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 19. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Contractor.

**Article 20. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Article 21. Non-Discrimination:** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

**Article 22. Compliance with Laws:** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 23. E-Verify.** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit B, affirming

that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 24. Notices:** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**Department:**

**Contractor:**

City of Bloomington Fire Department  
Attn: Jason Moore  
300 E. Fourth Street  
Bloomington, IN 47401

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

**Article 25. Intent to be Bound:** The Department and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 26. Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.


**Article 27. Non-Collusion:** Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit C, affirming that Contractor has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

**ERS-OCI WIRELESS**

 **PRESIDENT**  
\_\_\_\_\_  
Signature and Title

**BRIAN HULL**  
\_\_\_\_\_  
Printed Name

**CITY OF BLOOMINGTON FIRE DEPARTMENT**

\_\_\_\_\_  
Jason Moore, Chief

**CITY OF BLOOMINGTON BOARD OF PUBLIC SAFETY**

\_\_\_\_\_

Susan Yoon, President

**EXHIBIT A**  
Scope of Services

This only includes the Locution PrimeAlert IP Station System for the stations, which does not constitute a complete or functioning system without the Locution PrimeAlert Central Server System and Radio System being purchased and installed at the Dispatch Center.

Includes:

- EZ-Zoned IP based station alerting system for Station 1 & 2, including fully automated voice dispatch.
- Core (Non-Zoned) IP based station alerting system for Station 3, 4 & 5, including fully automated voice dispatch.
- Includes 3 Amp (Non-Reactive) relay outputs which will be interfaced to lights, and Airmation system in each station, as well as optically isolated inputs for detection of various monitor points in station, no uses for the inputs is planned at this time.

Note: All Locution cabinet switching outputs, and control inputs, are Class 2 low voltage only.

Note: Customer must provide network connectivity between the central server and all system PCs, in order for the system to be functional.

Note: Customer must supply remote network access to the Station PC in order for final configuration and maintenance support. Customer must also supply any Radio Interface/Infrastructure hardware and configuration for Back-up Radio tie-in to the Locution system.

Station 1: 4 Zones

Station 2: 4 Zones, with Zone Tracker

Station 3-5: Core (no zones)

- Visual alerting lights will be installed, new amplifiers, and speakers (Station 2 speakers will be retained).
- Includes 5 Station PCs.
- Includes Project & Engineering Oversight.

Note: Enclosures require 120v power outlets that must be supplied by the customer in the location of these components.

Installation

1 Ea Complete Installation and Interface to Console System

Travel

1 Ea TRV01 Travel or Remote Costs (As needed) Price	
Locution	\$ 301,127.65
Maintenance (thru 12/31/18)	\$ 4,224.00
<b>TOTAL</b>	<b>\$ 305,351.65</b>
Maintenance (2019)	\$15,108.95



EXHIBIT B

STATE OF INDIANA )
) SS:
COUNTY OF Noble )

E-VERIFY AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

- 1. The undersigned is the President of dba Emergency Radio Service, LLC dba ERS-OCI Wireless.
2. The company named herein that employs the undersigned:
i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature: [Handwritten Signature]
Printed Name: Brian Hull

STATE OF INDIANA )
) SS:
COUNTY OF Noble )

Before me, a Notary Public in and for said County and State, personally appeared Brian Hull and acknowledged the execution of the foregoing this 13th day of March, 2018.



[Handwritten Signature]
Notary Public's Signature
Kenneth F. Hartsough
Printed Name of Notary Public
My Commission Expires: 02-20-2020
County of Residence: Lagrange

EXHIBIT C

STATE OF Indiana )  
 ) SS:  
COUNTY OF Noble )

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this 13<sup>th</sup> day of March, ~~2016~~ <sup>2018</sup>

ERS-OCI WIRELESS

By: *Brian Hull*  
Brian Hull, President

STATE OF Indiana )  
 ) SS:  
COUNTY OF Noble )

Before me, a Notary Public in and for said County and State, personally appeared Brian Hull and acknowledged the execution of the foregoing this 13<sup>th</sup> day of March, 2018.



*Kenneth F. Hartsough*  
Notary Public's Signature  
Kenneth F. Hartsough  
Printed Name of Notary Public

My Commission Expires on:  
02-20-2020

**Board of Public Safety**  
**Resolution 18-01**

*An Amendment to Chapter II, Section C of the Bloomington Police Department's Rules and Regulations*

WHEREAS, on May 17, 2016, the Board of Public Safety adopted the Bloomington Police Department's current Rules and Regulations; and

WHEREAS, from time to time it is commonplace to amend said Rules and Regulations to achieve the efficient operation of the Department; and

WHEREAS, representatives making recommendations to the City of Bloomington for its CALEA accreditation process have identified Chapter II, Section C of the Bloomington's Police Department's Rules and Regulations as being out of line with current CALEA standards;

NOW, THEREFORE, be it resolved by the City of Bloomington Board of Public Safety that:

1. Chapter II, Section C, Paragraph 3 of the Bloomington Police Department's Rules and Regulations is deleted in its entirety and replaced as follows:

3. At least once every two years, all Department personnel shall receive documented ethics training.

2. A new Paragraph, Chapter II, Section C, Paragraph 6 is added to the Police Department's Rules and Regulations and shall read as follows:

6. The Code of Ethics for civilian Department personnel reads as follows:

Civilian Department personnel shall:

a. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

b. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

c. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

- d. Recognize that the chief function of local government at all times is to serve the best interests of all people.
- e. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
- f. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
- g. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
- h. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
- i. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
- j. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
- k. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.
- l. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

PASSED AND ADOPTED by the City of Bloomington Board of Public Safety upon this 20 day of March, 2018.

  
\_\_\_\_\_  
Susan Yoon, President  
Board of Public Safety

## **Bloomington Police Department Regulation Amendment – Chapter II**

*(March 2018)*

### **Brief Summary**

As currently written, Chapter II, Section C, Paragraph 3 of the Bloomington Police Department's Rules and Regulations requires every officer to undergo a review of the Law Enforcement Code of Ethics at least twice a year.

We are proposing to amend Chapter II, Section C, Paragraph 3 of the Police Department's Rules and Regulations so that (1) such review occurs at least once every two years and (2) so that every member of the Department—both officers and civilian personnel—receive documented ethics training. We are further proposing to add Paragraph 6 to this section of the Rules and Regulations which includes the International City Managers Association (ICMA) Code of Ethics. The ICMA Code is designed for civilian personnel, while the existing Law Enforcement Code of Ethics in Paragraph 5 is designed specifically for law enforcement officers.

This change is being proposed so that the Police Department's Rules and Regulations are in line with national CALEA standards. The change has been proposed upon the recommendation of reviewers who are experienced in the CALEA process.

### **Chapter II, Section C, Paragraph 3 – 2018 Update**

#### **Old Version:**

At least twice a year all Officers shall undergo a review of the *Law Enforcement Code of Ethics* and provide evidence to the Department that he has a working knowledge of such.

#### **Proposed New Version:**

3. At least once every two years, all Department personnel shall receive documented ethics training.

...

6. The Code of Ethics for civilian Department personnel reads as follows:

Civilian Department personnel shall:

a. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

b. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

- c. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.
- d. Recognize that the chief function of local government at all times is to serve the best interests of all people.
- e. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
- f. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
- g. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
- h. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
- i. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
- j. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
- k. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.
- l. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.



**CITY OF BLOOMINGTON  
LEGAL DEPARTMENT  
MEMORANDUM**

This memorandum may contain confidential information. If you are not the intended recipient of this memorandum, you may not read, disclose, copy, or distribute this memorandum.

**TO: Board of Public Safety**  
**FROM: Michael Rouker, City Attorney**  
**RE: ERS-OCI Contracts**  
**DATE: March 20, 2018**

**MEMORANDUM**

This month's Board of Public Safety agenda includes two contracts with ERS-OCI wireless. The first contract is a two-year contract for the servicing of communications components at the Police Department. BPD has a long history of working with ERS-OCI wireless to maintain its communications equipment, and this agreement extends that relationship. This two year contract costs \$34,542.

The second contract is for the installation of certain hardware and software components at the City's Fire Stations and for maintenance of those components during 2018. These components are compatible with Locution, which is new Dispatch software that has some new unique capabilities. The new components will include fully-automated voice dispatch in each fire station as well as upgrades to lighting components, and it will interface with Locution. The total cost of the upgrades is \$305,351.65.

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
POLICE DEPARTMENT  
AND  
ERS-OCI WIRELESS**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Bloomington Police Department (the “Department”), and ERS-OCI Wireless (“Consultant”),

**WITNESSETH:**

WHEREAS, the Department wishes to enter into a contract for the provision of certain communication services; and

WHEREAS, the Department requires the services of a professional consultant in order to perform said services (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Department.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Article 1. Scope of Services:**

Consultant shall provide the Services as specified in Exhibit A, “Description of Services Provided”, attached hereto and incorporated into this Agreement.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement consistent with the Standard of Care identified in Article 2.

Consultant shall provide the Services required under this Agreement during 2018 and 2019.

In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Scott Oldham as the Department’s Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care:** Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care;



however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department:** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation:** The Department shall pay Consultant in accordance with the terms outlined in Exhibit A.

Consultant shall invoice the Department. The invoice shall be sent to:

Bloomington Police Department  
220 E. Third Street  
Bloomington, Indiana 47401

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice.

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5. Appropriation of Funds:** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

**Article 6. Schedule:** Consultant shall perform the Services according to the schedule set forth in Exhibit A.

**Article 7. Termination:** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall

pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

**Article 8. Identity of the Consultant:** Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Opinions of Probable Cost:** All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

**Article 10. Reuse of Instruments of Service:** All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Consultant will be at the Department's sole risk and without liability or legal exposure to Consultant. The Department shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification. Any verification or adaptation of documents by Consultant will entitle Consultant to additional compensation at rates to be agreed upon by the Department and the Consultant.

**Article 11. Ownership of Documents and Intellectual Property:** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Consultant.

**Article 12. Independent Contractor Status:** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or

sub-contractors be construed to be, or represent themselves to be, employees of the Department. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 13. Indemnification:** Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it.

**Article 14. Insurance:** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability and Automobile Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant’s provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department’s required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

**Article 15. Conflict of Interest:** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services

under this Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 17. Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 18. Assignment:** Neither the Department nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 19. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Consultant.

**Article 20. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Article 21. Non-Discrimination:** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

**Article 22. Compliance with Laws:** In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 23. E-Verify.** Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Exhibit C, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at

8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 24. Notices:** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**Department:**

**Consultant:**

City of Bloomington Police Department  
Attn: Scott Oldham  
220 E. Third Street  
Bloomington, IN 47401

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

**Article 25. Intent to be Bound:** The Department and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 26. Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the

Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

**Article 27. Non-Collusion:** Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit D, affirming that Consultant has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

**ERS-OCI WIRELES**

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Printed Name

**CITY OF BLOOMINGTON POLICE DEPARTMENT**

\_\_\_\_\_  
Michael Diekhoff, Chief

**CITY OF BLOOMINGTON BOARD OF PUBLIC SAFETY**

\_\_\_\_\_  
Susan Yoon, President

## EXHIBIT A

### Description of Services Provided:

#### SCOPE OF SERVICE

##### General Conditions

The service provider shall cover all parts and labor on equipment noted under "Covered Equipment" below.

The service provider shall cover additional radio communications equipment or other equipment as requested by Bloomington Police Department that is purchased by the Bloomington Police Department during the contract term with an agreed upon terms and conditions signed by both parties. Additional fees may be applicable for any equipment added to this agreement.

The service provider shall provide a standard labor rate for all labor performed on non-covered equipment that is not noted under "Covered Equipment" below.

Removal from one vehicle and re-installation into another vehicle of mobile vehicle equipment is not covered in the service provider's base price, the service provider shall provide a labor rate for all labor performed in the installation and removal of mobile vehicle equipment.

The service provider shall provide up to two (2) preventative maintenance checks on all equipment noted under "Covered Equipment" below during the contract term, upon the request of the department. The service provider shall provide the Department with a report detailing the preventative maintenance check within ten (10) days of completing the check.

The service provider shall cover the cost of all labor and troubleshooting where a serviceable board, component or Field Replacement Unit (FRU) is involved. In the event the board, component or FRU includes components not authorized for local service station maintenance, the service provider shall cover the cost of shipping the defective unit out for repair and all associated depot fees that may apply.

For all equipment that is no longer serviceable either by the local repair service center or the Manufacturer's repair depot, Bloomington Police Department shall be notified of the costs to replace the defective, non-serviceable unit. The replacement cost shall be the responsibility of the Bloomington Police Department. The service provider shall be responsible for any re-installation of the replacement unit as long as installation components and procedures are similar.

The service provider shall cover charges for repairs done by an approved third party for all equipment listed under "Covered Equipment" below. (See below regarding depot service)The service provider shall provide Depot Service for portable or mobile radios on six (6) occurrences during the contract term.



The service provider shall cover all shipping charges for normal repairs.

The service provider shall analyze batteries as requested by the Departments at no additional charge.

The service provider shall provide a detailed billing statement when any invoice is issued; said statement shall adequately and fully explain the type of labor rate used.

The service provider shall have a service station located in Monroe County, Indiana on or before January 1, 2018 and shall continue to have such a station in Monroe County, Indiana throughout the duration of this contract.

### Standards

All equipment serviced by the service provider shall be serviced in accordance with the following standards:

1. OEM parts or parts of equal quality shall be used;
2. The equipment shall be serviced at levels set forth in the manufacturer's product manuals; and
3. Routine service procedures prescribed by the manufacturer shall be followed.

### Excluded Services

This agreement does not include labor, parts, or travel necessary to repair equipment which has become defective through damage caused by accident, theft, physical or electronic abuse or misuse of equipment, acts of God, fire or negligence on the part of the operator. Maintenance agreement responsibility does not include repairs to equipment which has become defective as a result of service, removal, reinstallation or modifications to the equipment by anyone other than ERS-OCI Wireless. Service not included in the Covered Services or work with other vendors, service suppliers, or service/installation organizations will be billed at rate located in Rates of this document.

The maintenance agreement does not include replacement of consumable components such as batteries, antennas, etc.

### Time of Service

Hours of service under the contract shall be twenty-four (24) hours per day, three hundred sixty-five (365) days per year for equipment listed under "Covered Equipment" below that is mission critical to the operations of the Bloomington Police Department. Any equipment not listed under "Covered Equipment" below or is agreed that it is not a mission critical to the operations of the Bloomington Police Department will be serviced 8 a.m. to 5 p.m., Monday through Friday, excluding holidays observed by the City of Bloomington. .

In the event of a state of emergency, declared by the Chief of the Bloomington Police Department, or any governing body or branch of government, the service provider shall provide twenty-four (24) hour service to all equipment, regardless of whether it is listed under "Covered Equipment" below. Any equipment repaired or replaced during a declared state of emergency that is not covered equipment under this agreement will be billed to the Bloomington Police Department at the Rates listed herein.

Service provider shall respond to a call for service on the following equipment within one (1) hour of being notified that service is needed

1. Any repeater station;
2. Any tac voting receivers;
3. Any data repeater;
4. Any VHF repeater;
5. Any UHF repeater; and
6. Any operable base stations.

Service provider shall provide the department with detailed information regarding a piece of equipment's warranty, including the expiration date of any warranty.

## Labor Rates and Compensation:

The cost for the above services will be \$ 16,850.00 per year for 2018, and \$ 17,692.00 per year in 2019.

ERS-OCI Wireless will provide all non-covered labor at \$ 80.00 per hour during normal hours (M-F 8-5) and \$120.00 for after hours and holidays.

Removal of mobile vehicle emergency warning and communications equipment will be billed at the rate of \$70.00 per hour, not to exceed \$210.00 per police car for removing all re-usable and operable emergency vehicle equipment. ERS-OCI will remove equipment at this price in order to re-use the operable equipment in new police cars ERS-OCI is building for the Bloomington Police Department.

ERS-OCI Wireless will provide new police car emergency warning and communications equipment installation services for a flat rate of \$900 per standard police car installation in conjunction with new warning and communications equipment quotes for those services. This flat rate cost will be for a maximum of twenty (20) new police car builds per calendar year. Any amount above twenty (20) per calendar year will be quoted by ERS-OCI Wireless as a complete equipment and installation project.

## COVERED EQUIPMENT

- I. Fixed Communication Equipment
  - A. Primary VHF Backup Repeater (Serialized list to be added in Q1 2018)
  - B. Opticom for Traffic Light Operations
  - C. Kustom Video Units for BPD(22) (Serialized list to be added in Q1 2018)
  - D. Wireless Download Components (exclusive of the video storage server) for Kustom Video
  - E. Wilson Smarttech III Cell Phone Signal Booster
  - F. 800MHz Radio Signal Booster
  
- II. Mobile and Portable Communications Equipment
  - A. Emergency lighting for all emergency response vehicles including lightbar, headlight flashers, tail light flashers, strobe lights, LED lights, spot lights, scene lights, switch boxes, and flashers.
  - B. Chargers for specialty equipment in vehicles
  - C. Electronic sirens and siren speakers
  - D. RADAR units both fixed and handheld (Serialized list to be added in Q1 2018)
  - E. Specialty equipment belonging to the Narcotics and Detectives Division. Consisting of covert cameras, listening devices, and recorders. (Serialized list to be added in Q1 2018)
  - F. Motorola XTL2500 Mobile Radios (Serialized list to be added in Q1 2018)
  - G. Motorola APX 6000 M1.5 800 Portable Radios (Serialized list to be added in Q1 2018)
  - H. Motorola APX 6000 M2.5 800 Portable Radios (Serialized list to be added in Q1 2018)
  - I. Motorola APXConsollette's (Serialized list to be added in Q1 2018)

**EXHIBIT B**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**E-VERIFY AFFIDAVIT**

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Printed Name of Notary Public  
My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_

**EXHIBIT D**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ERS-OCI WIRELESS

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires on:  
\_\_\_\_\_