

**AGENDA**  
**BOARD OF PUBLIC SAFETY REGULAR SESSION**  
**TUESDAY, JULY 20, 2021**  
**AT 6:00 P.M.**  
**BLOOMINGTON CITY HALL**  
**401 N MORTON STREET**  
**BLOOMINGTON, IN 47404**

*Per the Governor's Executive Orders 20-04, 20-08, 20-09, and 20-30 this meeting will be conducted electronically. The public may access the meeting at the following link:*

<https://bloomington.zoom.us/j/94414117029?pwd=ckdueGk3MC9hcWNYRXJ0emdMO1dqdz0>

9

*Meeting ID: 944 1411 7029*

*Passcode: 506825*

*One tap mobile*

*+13017158592,,94414117029#,,,,\*506825# US (Washington DC)*

*+13126266799,,94414117029#,,,,\*506825# US (Chicago)*

*Dial by your location*

*+1 301 715 8592 US (Washington DC)*

*+1 312 626 6799 US (Chicago)*

*+1 929 205 6099 US (New York)*

1. CALL TO ORDER
2. APPROVAL OF MINUTES  
June 15, 2021 – Regular Session
3. CERTIFICATION OF EXECUTIVE SESSION
4. POLICE DEPARTMENT BUSINESS
  - a. Report on Monthly Statistics and Training
  - b. Letters of Appreciation and Commendation
  - c. General Business
  - d. Purchases: Expenditures/Procurements
  - e. Personnel Issues
    - i. Promotion of Eric Doyle to Senior police Officer, effective July 12, 2021
    - ii. Promotion of Jeffrey Raybould to Senior Police Officer, effective July 12, 2021
5. FIRE DEPARTMENT BUSINESS
  - a. Report on Monthly Statistics and Training,
  - b. Letters of Appreciation and Commendation
  - c. General Business
  - d. Purchases: Expenditures/Procurements
  - e. Personnel Issues
  - f. 21-325 Lease Agreement for Personal Property between Mahaffey USA, LLC and City of Bloomington Fire Department

6. OLD BUSINESS
7. CIRT/ARV DEPLOYMENT REPORT
8. NEW BUSINESS
  - a. Update BPS Standards re: employment eligibility
9. PETITIONS AND COMMUNICATIONS (limited to 3 minutes per person)
10. ADJOURNMENT

**Statement on public meetings during public health emergency:**

*As a result of the Governor's Executive Orders 20-04, 20-08, 20-09, and 20-30 the Board of Public Safety and its committees may adjust normal meeting procedures to adhere to guidance provided by state officials. These adjustments may include:*

- allowing members of the board or its committees to participate in meetings electronically;*
- posting notices and agendas for meetings solely by electronic means;*
- using electronic meeting platforms to allow for remote public attendance and participation (when possible);*
- encouraging the public to attend via the link and submit remote submissions of public comment (via email, to [legal@bloomington.in.gov](mailto:legal@bloomington.in.gov)).*

*Please check <https://bloomington.in.gov/boards/public-safety> for the most up-to-date information about how the public can access Board of Public Safety meetings during the public health emergency.*

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**BLOOMINGTON BOARD OF PUBLIC SAFETY**

The Bloomington Board of Public Safety held a Regular Session on **Tuesday, June 16th, 2021, at 6:00 p.m.**, Teleconference/Virtual Meeting.

**CALL TO ORDER**

Board President Kim Gray called the meeting to order at approximately 6:00 p.m. Other Board members present were: Luis Fuentes-Rohwer, Rafi Hasan and Shruti Rana. Board member Maqubé Reese was not present.

**APPROVAL OF PREVIOUS MEETING MINUTES**

Board member Luis Fuentes-Rohwer moved to approve the meeting minutes from April 20, 2021. The motion was seconded by Rafi Hasan and passed unanimously, 4-0, through a roll call vote by board recording secretary, Nicole DeCriscio Bowe.

**POLICE DEPARTMENT BUSINESS**

Report on Monthly Statistics, Training and Incident Reports:

Police Chief Mike Diekhoff presented the monthly statistics and training.

Board member Kim Gray inquired about the increase in juvenile referrals. Police Chief Mike Diekhoff answered the question.

Board member Rafi Hasan inquired about the juvenile data. Police Chief Mike Diekhoff answered the questions in turn.

Letters of Appreciation and Commendation:

Police Chief Mike Diekhoff said there was one.

General Business:

Police Chief Mike Diekhoff provided a brief update on the future of policing task force.

Board member Rafi Hasan inquired about a list of those on the task force. Police Chief Mike Diekhoff said he would.

Purchases: Expenditures/Procurements:

Police Chief Mike Diekhoff said there would be one for the new weight room for officers.

Personnel Update:

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Police Chief Mike Diekhoff said that there were two letters of recommendation for promotions.

Board member Luis Fuentes-Rohwer inquired about the process, and Police Chief Mike Diekhoff answered the questions in turn. Captain Scott Oldham also provided input.

Board member Rafi Hasan moved to promote Officer Thomas Kreuzman to senior patrol officer effective June 14, 2021. Board member Luis Fuentes-Rohwer seconded the motion. The motion passed unanimously, 4-0, through a roll call vote by board recording secretary, Nicole DeCriscio Bowe.

Board member Luis Fuentes-Rohwer moved to promote Officer Sean Kincaid to senior patrol officer effective June 14, 2021. Board member Shruti Rana seconded the motion. The motion passed unanimously, 4-0, through a roll call vote by board recording secretary, Nicole DeCriscio Bowe.

### **FIRE DEPARTMENT BUSINESS**

#### **Report on Monthly Statistics, Training and Incident Reports:**

Deputy Fire Chief Jayme Washel gave a report on the monthly statistics.

#### **Letters of Appreciation and Commendation:**

Deputy Fire Chief Jayme Washel said there was one and provided details.

#### **General Business:**

Deputy Fire Chief Jayme Washel provided an update.

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

Deputy Fire Chief Jayme Washel said there would be some money spent on new flooring at Station 4 as well as a new HVAC system.

Board Member Kim Gray inquired about the flooring. Deputy Fire Chief Jayme Washel answered the question.

#### **Personnel:**

Deputy Fire Chief Jayme Washel provided an update.

### **CIRT/ARV DEPLOYMENT REPORT:**

There was a deployment on in support of county deputies.

### **VIRTUAL MEETING POLICY**

Assistant City Attorney Christopher Wheeler provided information on Resolution 21-01, which is for a virtual meeting policy in anticipation of the executive order allowing them being set to expire. He explained that the legislature passed a law allowing the board to meet in a hybrid fashion.



Board member Luis Fuentes-Rohwer inquired about the quorum requirements. Assistant City Attorney Christopher Wheeler answered the question.

Board member Rafi Hasan inquired about the requirement to have the camera in order to vote. Assistant City Attorney Christopher Wheeler provided clarification and answered the questions.

Board member Kim Gray shared her thoughts on the matter.

Board member Shruti Rana inquired about allowing the public to attend the meetings virtually. Assistant City Attorney Christopher Wheeler answered the question.

Board member Shruti Rana moved to approve Resolution 21-01. Board member Rafi Hasan seconded the motion. The motion passed unanimously, 4-0, through a roll call vote by board recording secretary, Nicole DeCriscio Bowe.

**PETITIONS AND COMMUNICATIONS**

No members of the public spoke at the meeting.

**ADJOURNMENT**

Board member Shruti Rana made a motion to adjourn the meeting. Meeting adjourned at approximately 6:45 p.m.

Respectfully submitted,

Nicole DeCriscio Bowe, Recording Secretary  
Board of Public Safety

**The minutes of the June 15, 2021 Board of Public Safety Meeting were approved this 20th day of July, 2021.**

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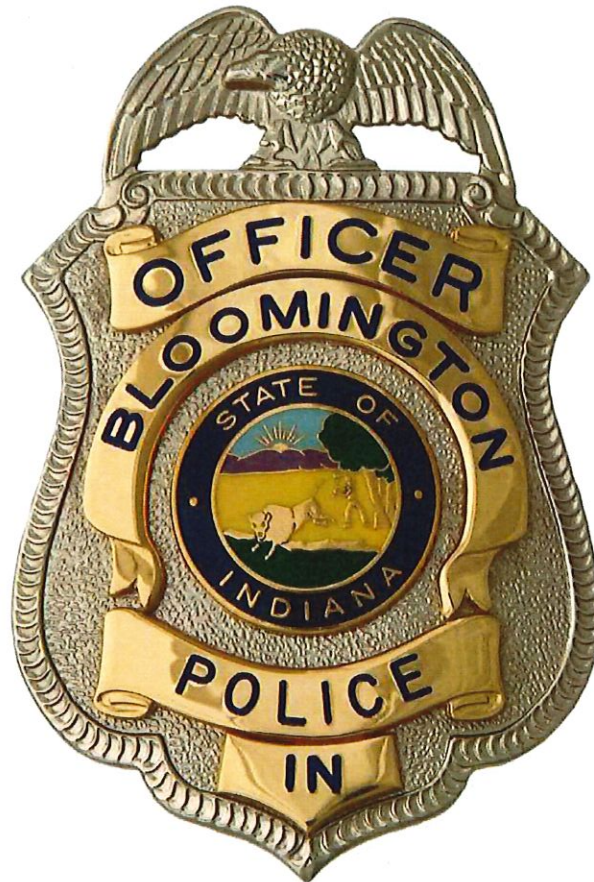
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# Bloomington Police Department

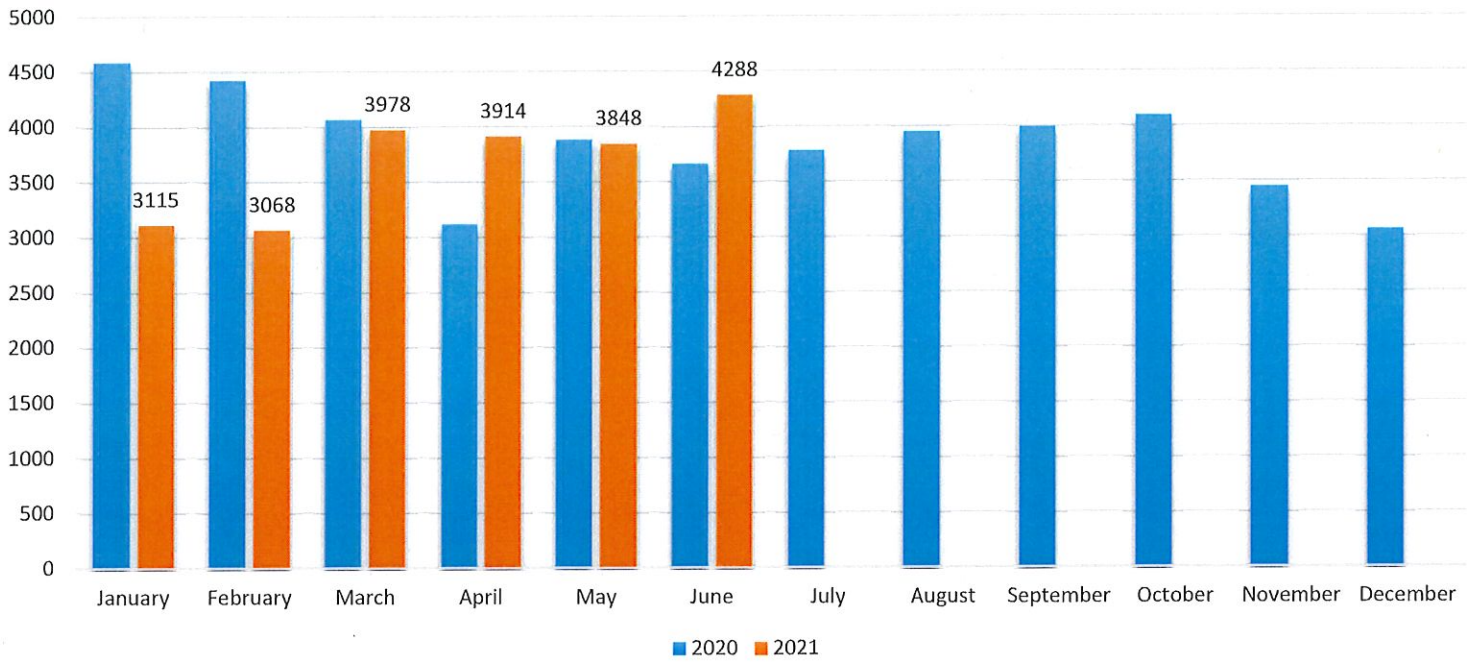
## Board Of Safety

### Statistical Report

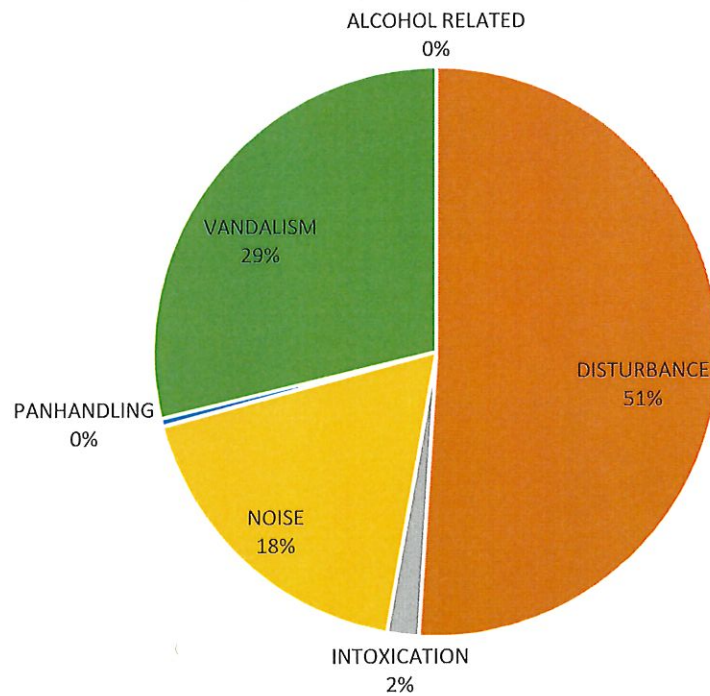
June 2021



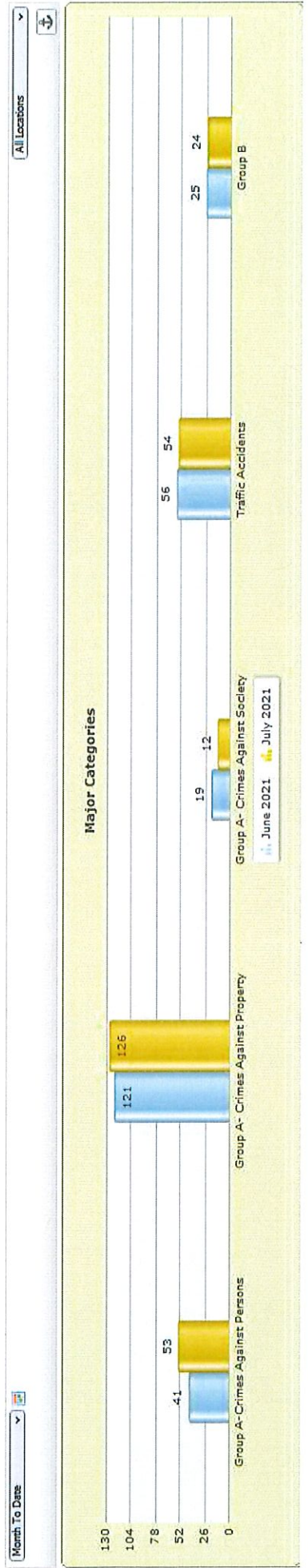
## 2020-2021 Calls For Service Totals



## June 2021 Nuisance Calls for Service

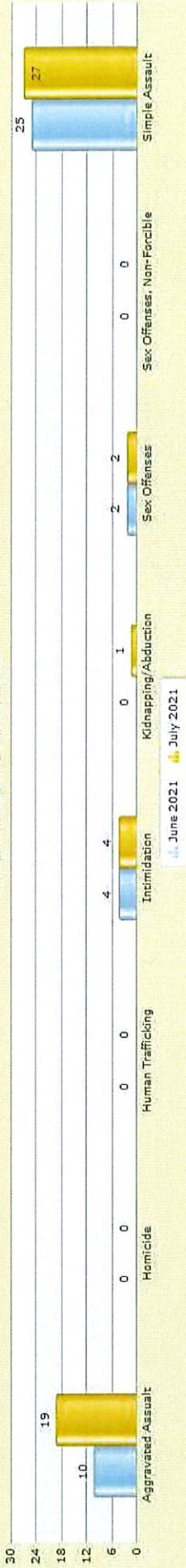


All of the Case data below is based on new NIBRS categories. These numbers will not match what is reported to NIBRS.





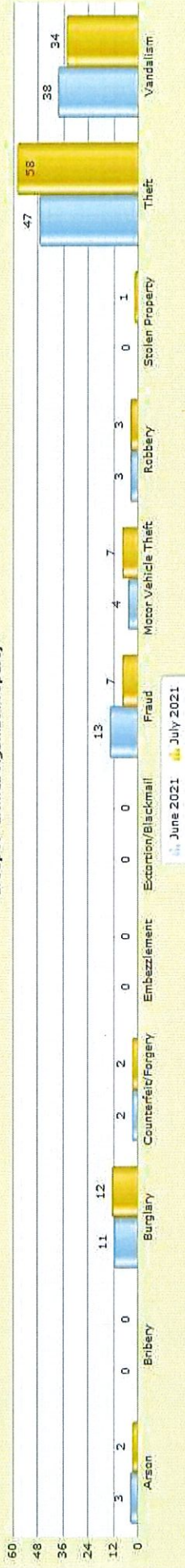
Group A - Crimes Against Persons



Category	June 2021	July 2021	Total	Difference
<b>A</b> Aggravated Assault	10	19	29	90%
<b>H</b> Homicide	0	0	0	0%
<b>H</b> Human Trafficking	0	0	0	0%
<b>I</b> Intimidation	4	4	8	0%
<b>K</b> Kidnapping/Abduction	0	1	1	100%
<b>S</b> Sex Offenses	2	2	4	0%
<b>N</b> Sex Offenses, Non-Forcible	0	0	0	0%
<b>A</b> Simple Assault	25	27	52	8%
<b>Crime Ratios</b>			<b>15.37%</b>	<b>19.88%</b>
<b>Avg:</b>			<b>17.62%</b>	



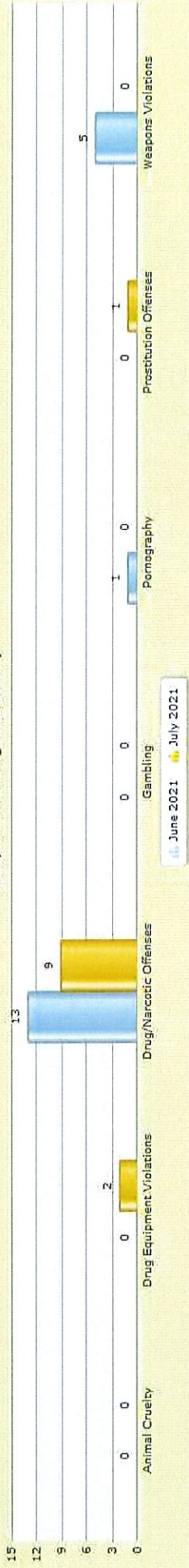
Group A- Crimes Against Property



Category	June 2021	July 2021	Total	Difference
Arson	3	2	5	-33.33%
Bribery	0	0	0	0%
Burglary	11	12	23	9.09%
Counterfeit/Forgery	2	2	4	0%
Embezzlement	0	0	0	0%
Extortion/Blackmail	0	0	0	0%
Fraud	13	7	20	-46.15%
Motor Vehicle Theft	4	7	11	75%
Robbery	3	3	6	0%
Stolen Property	0	1	1	100%
Theft	47	58	105	23.4%
Vandalism	38	34	72	-10.53%
<b>Crime Rate</b>	<b>45.38%</b>	<b>47.25%</b>	<b>Avg: 46.31%</b>	

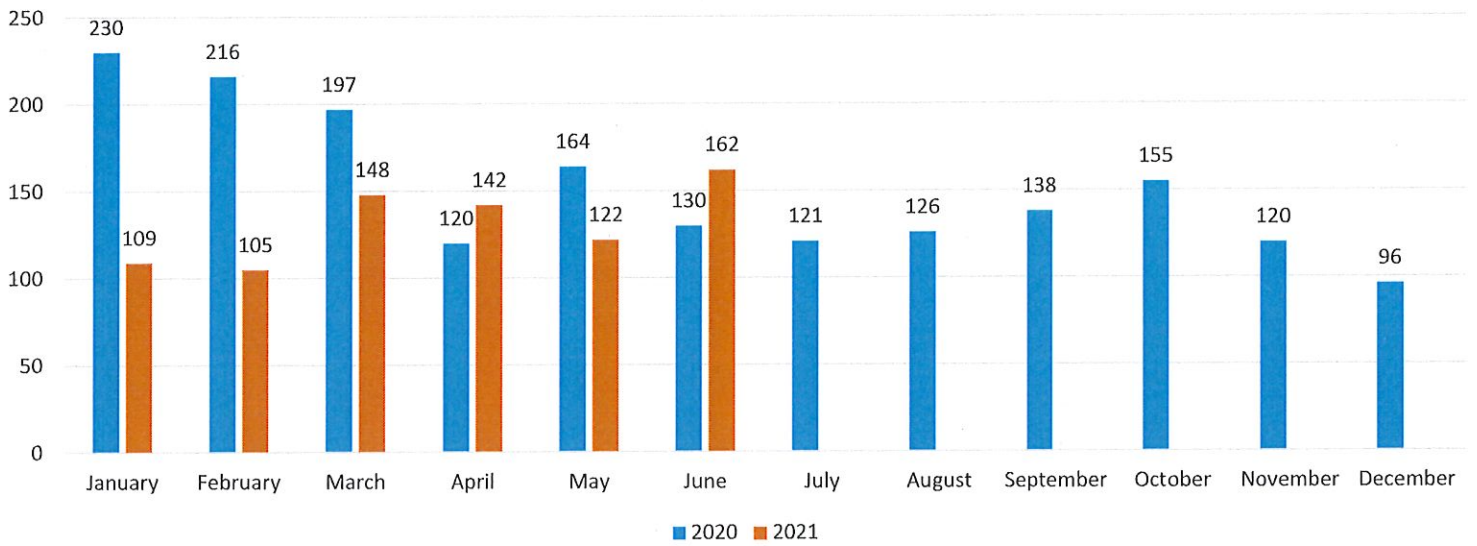


Group A- Crimes Against Society

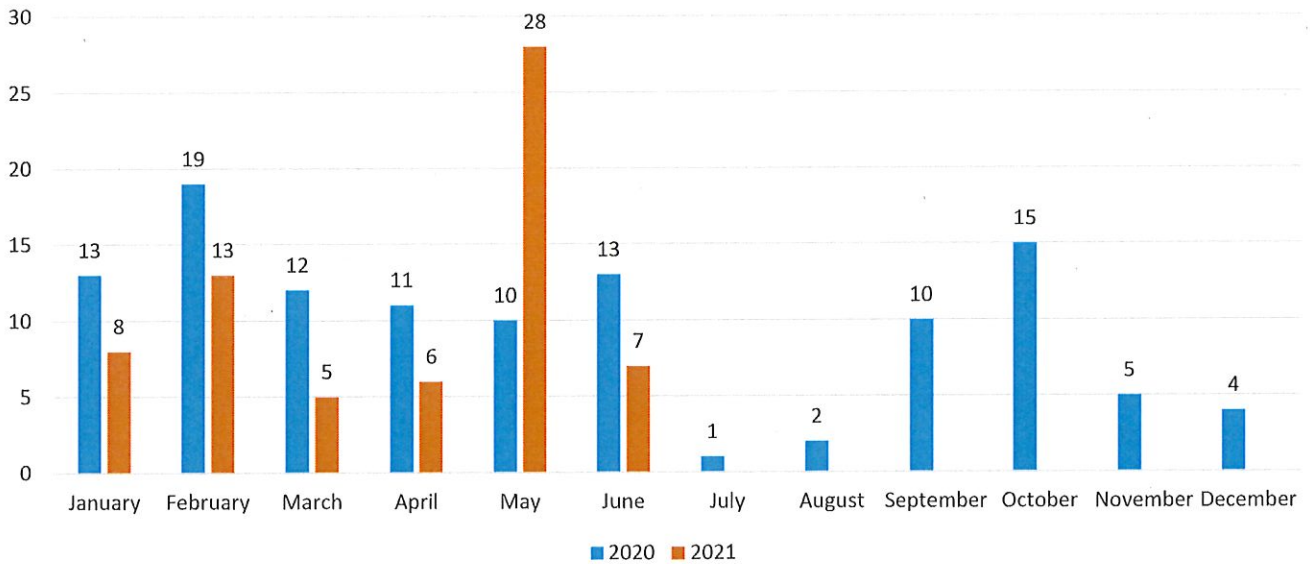


Category	June 2021	July 2021	Total	Difference
<b>A</b> Animal Cruelty	0	0	0	0%
<b>P</b> Drug Equipment Violations	0	2	2	-200%
<b>D</b> Drug/Narcotic Offenses	13	9	22	-30.77%
<b>G</b> Gambling	0	0	0	0%
<b>P</b> Pornography	1	0	1	-100%
<b>P</b> Prostitution Offenses	0	1	1	100%
<b>W</b> Weapons Violations	5	0	5	-500%
Crime Rates				Avg: -5.81%
				7.12%

### 2020-2021 Adult Arrests

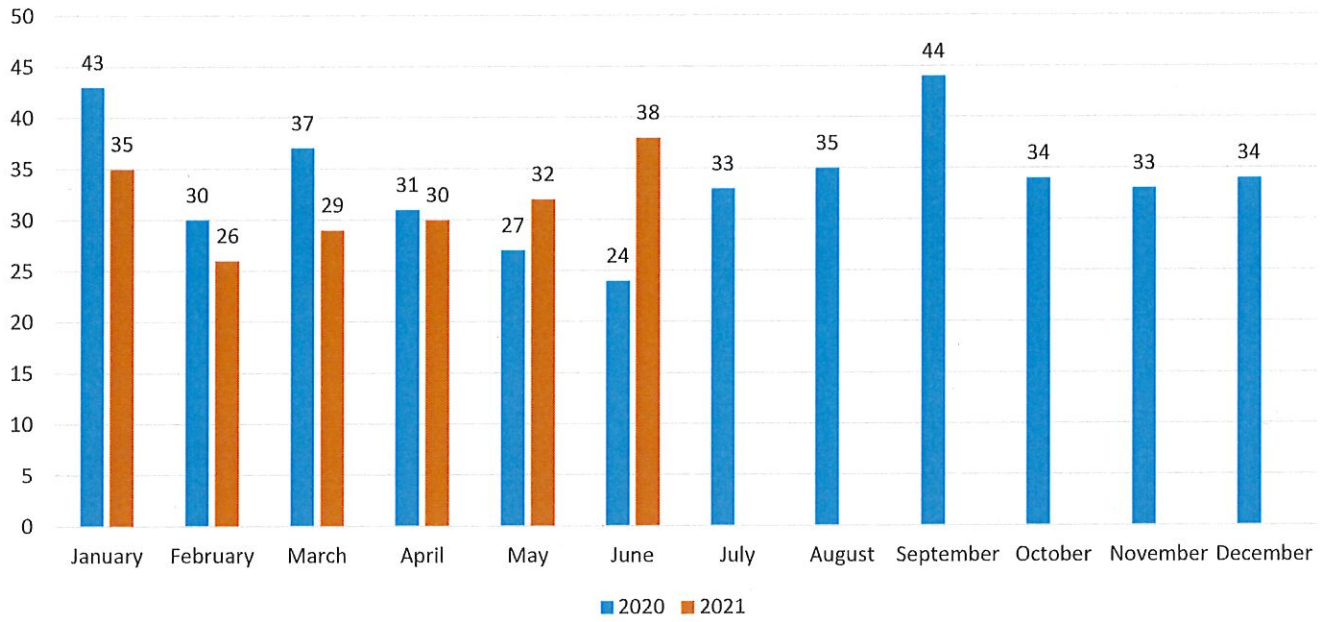


### 2020-2021 Juvenile Referrals





### 2020-2021 Domestic Violence Cases



UCR/IND. HATE CRIMES		
	2020	2021
Jan-Mar	2	0
Apr-June	1	
July - Sept	2	
Oct - Dec	2	
<b>TOTALS:</b>	<b>7</b>	<b>0</b>



# BLOOMINGTON POLICE DEPARTMENT

## Board of Public Safety Report



July 20, 2021

### CRIME TRENDS/MAJOR CASES:

-Two drive by shootings in the same park in the Crestmont Community in less than a week.

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### TRAINING

**Training Hours: 350.5**

#### **Training Highlights:**

- Child Abduction Tabletop Exercise (17 officers x 4 hrs. each)
- Strategic PIO (Public Information Officer)--Captain Ryan Pedigo
- Probationary Officer Training Course (3 officers)
- K-9, CIRT and CDU monthly training

### COMMUNITY ENGAGEMENT

**Community Engagement Events: 3**

**Community Engagement Hours: 37.54**

**Officers Involved: 20**

#### **Community Engagement Events-Prior:**

- Touch a Truck with Parks and Rec
- Touch a Truck with Moose Lodge (Fundraiser for child organ transplant)
- BPD Community Night "Data at your Fingertips"

-Lemonade Day-Day Shift officers visited many lemonade stands in town

**Engagement Events-Upcoming:**

-Children's Expo (7/24)

-BPD Community Night-"The Flood of 2021" (7/29)

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**Police Social Worker\***

Total Number of Referrals: 32

Total Number of PSW Contacts: 324

\*June was the busiest month to date for the PSW Program.

**Summary:**

1. Assisted an elderly man get connected with a resource to assist with cleaning up the outside of his house to prevent fines, etc.

2. Assisted client with preparing for her mother's move into her home by identifying mental health assistance, medical assistance, etc. for her mother

3. Worked with Records to help a family experiencing homelessness get to Louisville via bus, arranged breakfast/lunch, and assisted with getting all items to the bus stop

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**Neighborhood Resource Specialists**

Total Calls for Service: 244

ACCIDENT PD IP	61
FOLLOW UP	25
SERIAL MOTOR CH	25
THEFT NP	19
VANDALISM NP	19
ACCIDENT PI	16
TRAFFIC HAZARD	13
ABANDONED VEH	12
PROPERTY	11
MOTORIST ASSIST	9
SERVICE IP	5
COMM ENGAGEMENT	3
NOISE	3
PARKING	3
SERVICE NP	3
ACCIDENT PD NP	2
CIVIL NP	2
MISSING PERSON	2
SUSP ACT NP	2
ACCIDENT LSA IP	1
ACCIDENT LSA NP	1
ANIMAL	1
BURGLARY NP	1
CIVIL IP	1
INTOXICATED	1
JUVENILE	1
SUSP ACT IP	1
WELFARE CHK IP	1

July 12<sup>th</sup>, 2021

Dear Mike,  
We just wanted you  
to know that Officer Andy  
Dawson was so helpful  
and kind when he assisted  
us in the accident at  
the Circle K. We have sent  
a thanks to Officer Dawson  
but wanted you to know  
of his kindness on the 10<sup>th</sup>.

Sincerely,  
Mike and Betsy  
Walsh  
1110 A Brooks Drive  
Bloomington, Indiana  
47401

4:08 PM (7 minutes ago)

**Ryan Pedigo**

to Benjamin, Elijah, Kyle, Colin, Myrick, Scott, me

Sergeant Burns, Officer Britton, Officer Thomas and Probationary Officer Deckard:

I received a call today from Daniel Im, the owner of Foreign Auto Connect. Mr. Im wished to speak with a supervisor to express his sincere gratitude and appreciation for a job very well done by all the officers that responded to his business in the early morning hours of July 4th. Mr. Im was extremely appreciative of your efforts and for the time that you took investigating and then arresting the person responsible for the burglary as well as the multiple vehicle thefts.

Thanks to all of you for your hard work and dedication to the citizen's and business owners of Bloomington.

Ryan

--

Captain Ryan Pedigo  
Bloomington Police Department  
220 E 3rd Street  
Bloomington, Indiana 47401  
(812)349-3324 Office

"The mission of the Bloomington Police Department is to safeguard life and property while respecting diversity, encouraging civility, solving problems, and maintaining a high standard of individual integrity and professionalism."

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

**To: Captain Oldham**

**CC: Lieutenant Tate**

**From: Sergeant Fabris**

**Date: May, 2021**

Officer Eric Doyle has been employed with the Bloomington Police Department since July 6<sup>th</sup> 2015. As his supervisor I am recommending that he be promoted to Senior Police Officer.

Officer Doyle graduated the Field Training Program in 2015 and has worked a combination of second shift and night shift. During this time Officer Doyle has earned Officer of the Quarter three times, two lifesaving awards, two department merit awards, unit citation, and has been nominated for a merit award that is still pending.

In March of 2018 Officer Doyle earned his place on the Field Training Unit and was responsible for training and mentoring new recruits as they work through the Field Training Program.

In November of 2018 Officer Doyle again proved himself by completing the competitive application process required to be a member of the Department's CIRT unit responsible for high risk missions outside the normal scope of his police duties. Officer Doyle is highly active in this unit and remains in a constant state of physical readiness to complete what is asked of him as a member of this team.

Over the last 5 and a half years Officer Doyle has developed himself personally and professionally and his commitment to the Bloomington Police Department has went unquestioned. Officer Doyle is a valuable member on night shift and remains vigilant in apprehending criminals in the city and protecting the life and property of the citizens he serves. Officer Doyle often assists in the role of SPOIC as he is seen as a leader among his peers.

Based on Officer Doyle's performance, dedication and leadership attributes I am requesting formally that he be promoted to Senior Police Officer.

Respectfully Submitted,

SGT Mark Fabris

City of Bloomington  
Police Department  
*MEMORANDUM*

**To: Lt. Canada**  
**From: Sgt. Lucas**  
**Date: May 25<sup>th</sup>, 2021**  
**Re: Recommendation of Officer 1<sup>st</sup> Class Jeffrey Raybould to Senior Police Officer**

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I would like to recommend that Officer 1<sup>st</sup> Class Jeffrey Raybould be promoted to the rank of Senior Police Officer. Officer Raybould was hired by the Bloomington Police Department February 12th, 2018, after transferring as a lateral hire from the Grant County Sheriff's Department, where he worked as a sworn Deputy from December of 2012 to February of 2018.

During Officer Raybould's six years of employment with GCSO, he assumed responsibilities as a Field Training Officer, a designated marksman on GCSO's Emergency Response Team, and a member of the Project Lifesaver Program.

Since Officer Raybould's employment with BPD, he has continued to show a high level of knowledge and commitment to his department, as he has assumed responsibility as an Assistant Senior Field Trainer, a member of the Critical Incident Response Team, a member of the Bloomington Dive Team, and a Firearms Instructor. Officer Raybould consistently offers his time and knowledge, while also maintaining a constant "on-call," status, to ensure that his fellow Officers are adequately trained in the use of their issued sidearms and patrol rifles.

Officer Raybould has exhibited the capacity and willingness to be a leader during critical scenes, and a reliable source of information for younger Officers. A recent example of one such incident, was an in-progress burglary at 908 S. Washington St. apartments on April 26<sup>th</sup>, 2021, where Officer Raybould arrived on scene in time to observe the suspect fleeing from the reported apartment. After a brief foot pursuit, Officer Raybould was able to take the suspect into custody, and immediately began managing the remainder of the scene, delegating tasks to his fellow Officers, to include the conducting of interviews, and the collection of photographs and evidence, while he made contact with the owner of residence and manager of the property. Officer Raybould's efficient and appropriate decision making during this incident led to a successful arrest on several felonious charges.

Upon reviewing Officer Raybould's last three evaluations, Officer Raybould is described by his supervisors as proactive, professional, knowledgeable, and an effective tactical asset on critical scenes for both his fellow Officers and his immediate leadership. Officer Raybould has been the recipient of the Bloomington Police Department Lifesaving Award, a Unit Citation for his role in the Field Training Unit, and several compliments from his supervisors and peers over the course of his employment.

Officer Raybould's evaluations consistently reflect that he consistently exceeds the standard of Patrol Officer, and due to this, I believe Officer Raybould to be prepared for the roles and responsibilities of Senior Patrol Officer.

Respectfully,

Sgt. Matthew Lucas



City of Bloomington Fire Department  
Board of Public Safety Report

# **BLOOMINGTON**

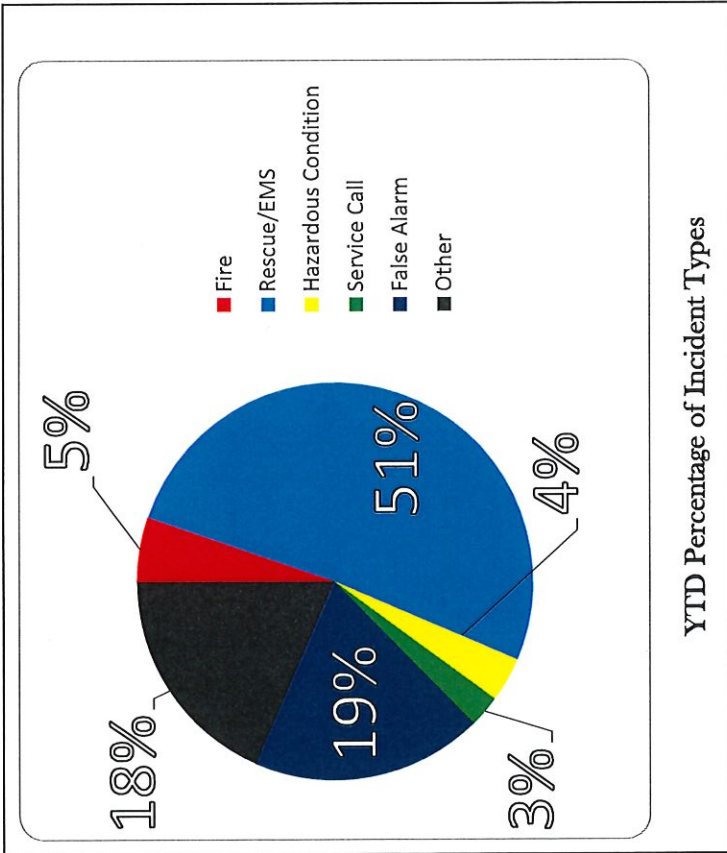


*Established*

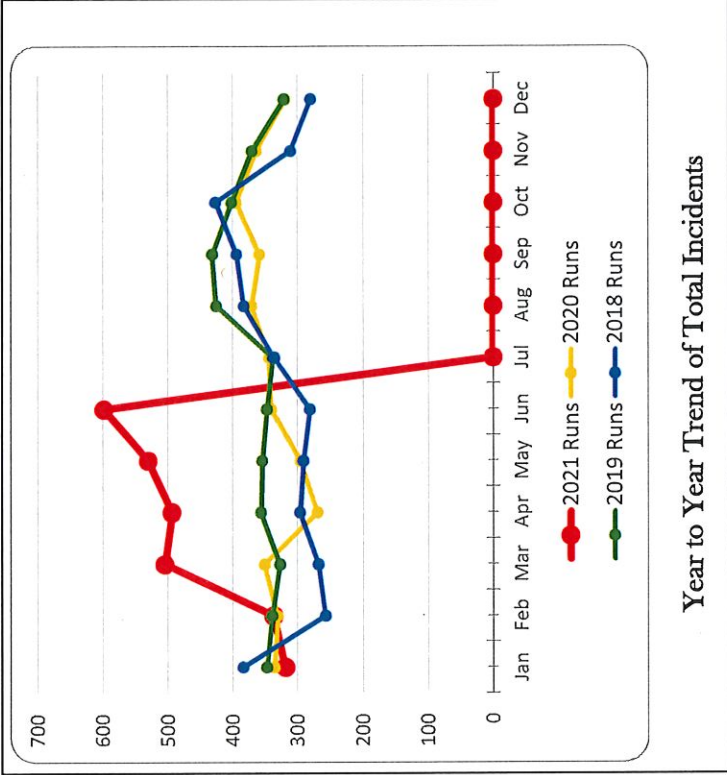
*February 17, 1900*

June 2021

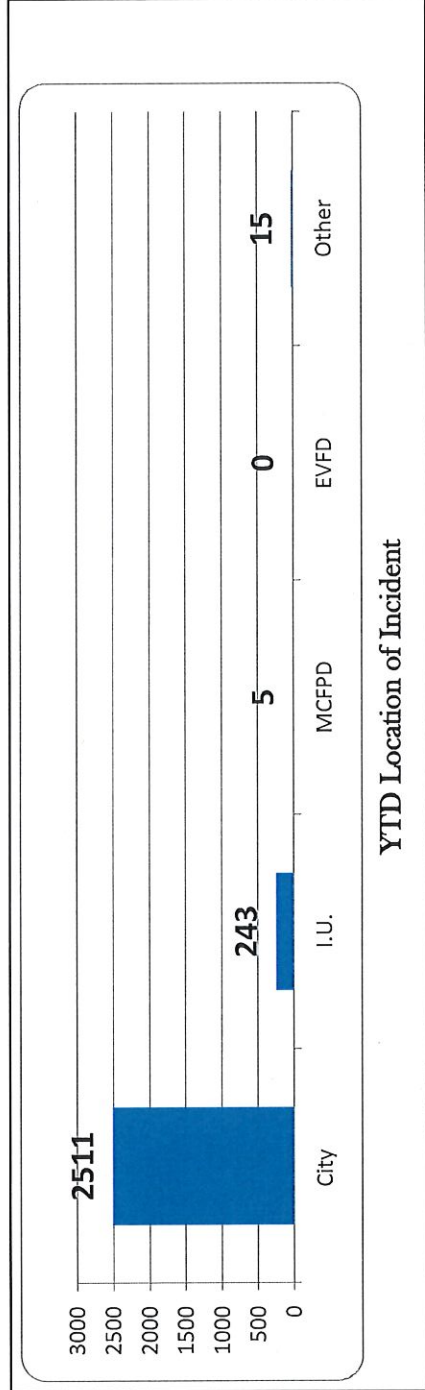
# Operational Statistics



YTD Percentage of Incident Types

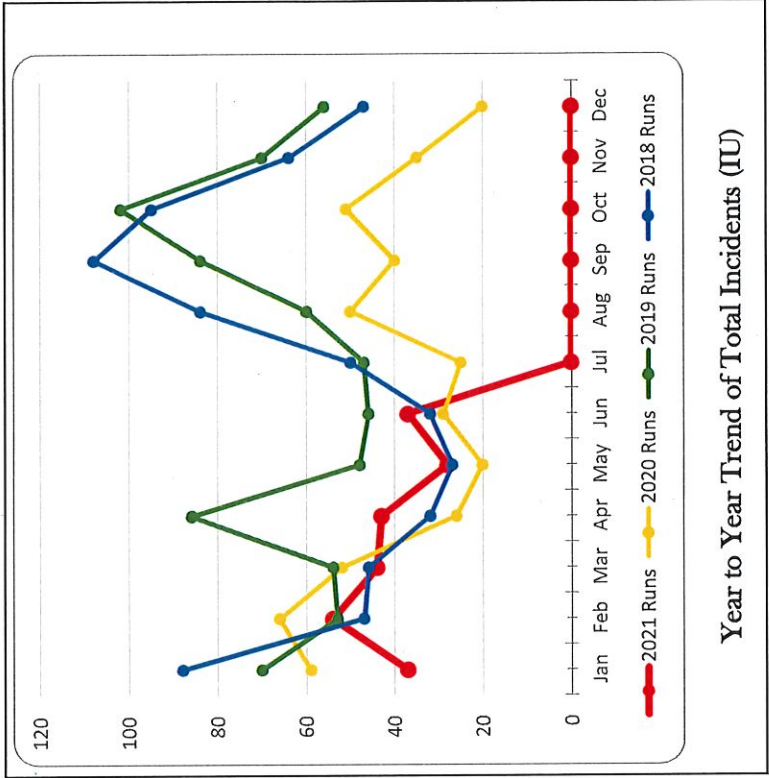
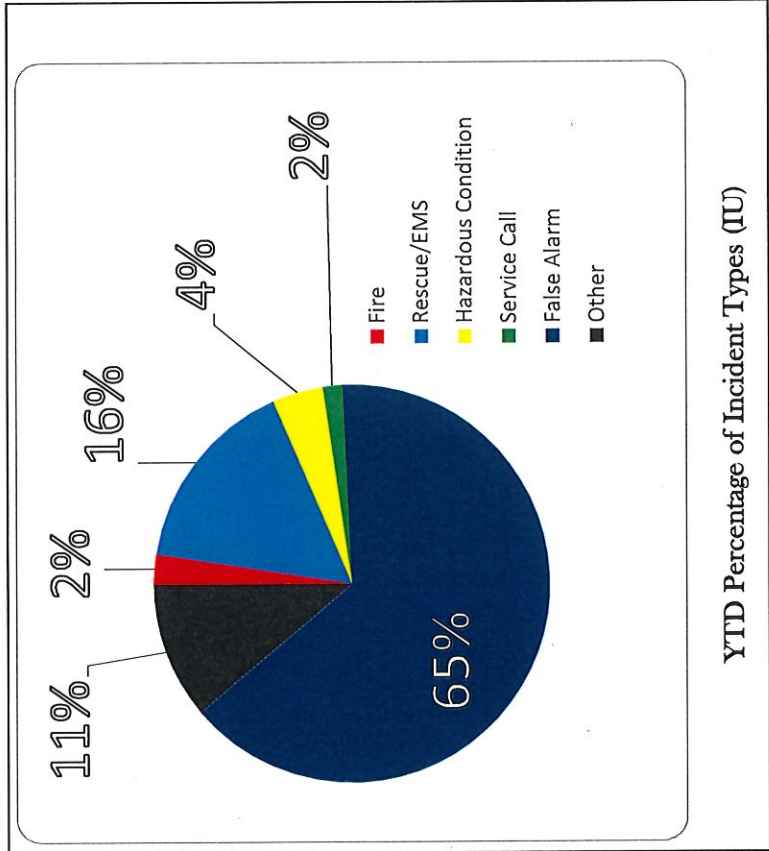


Year to Year Trend of Total Incidents



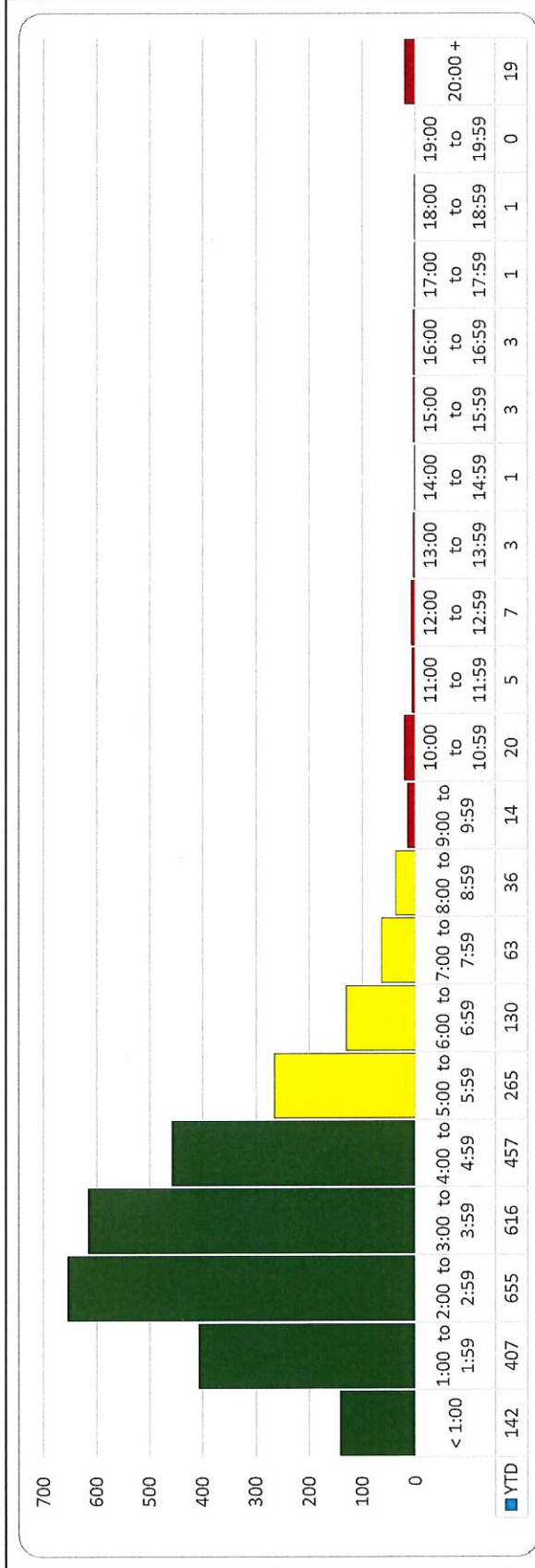
YTD Location of Incident

# Operational Statistics (Cont)



Major / Significant Incidents During Month	
	Flood Related Emergencies
	Fire Station 1 (HQ) Shutdown

# Response Times / Goals



## YTD Response Times Incidents within COB Limits

We are on scene within 8 minutes  
**96%** of our incidents within City Limits

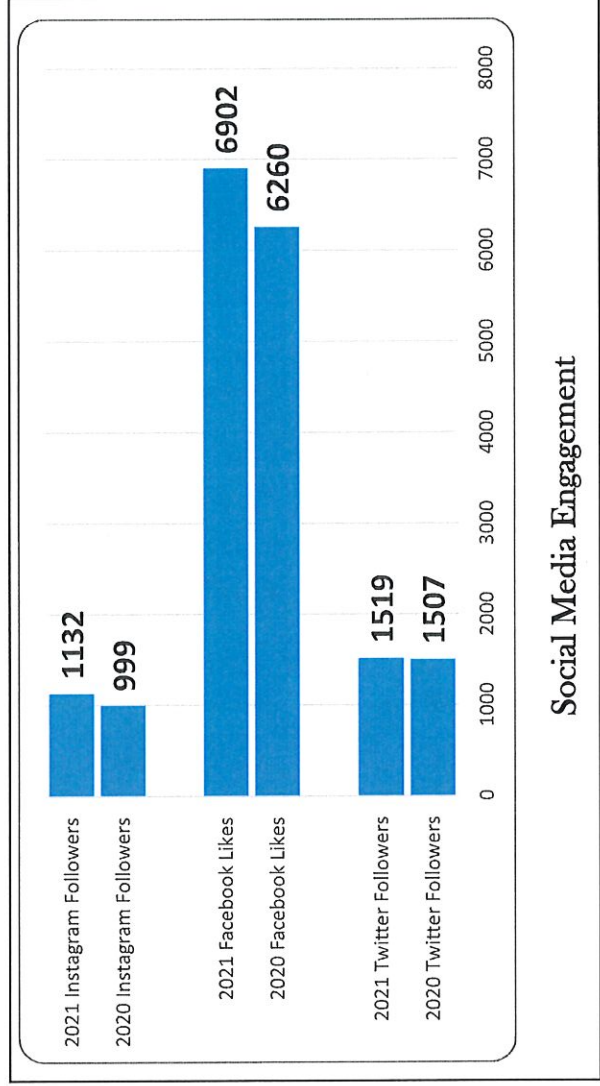
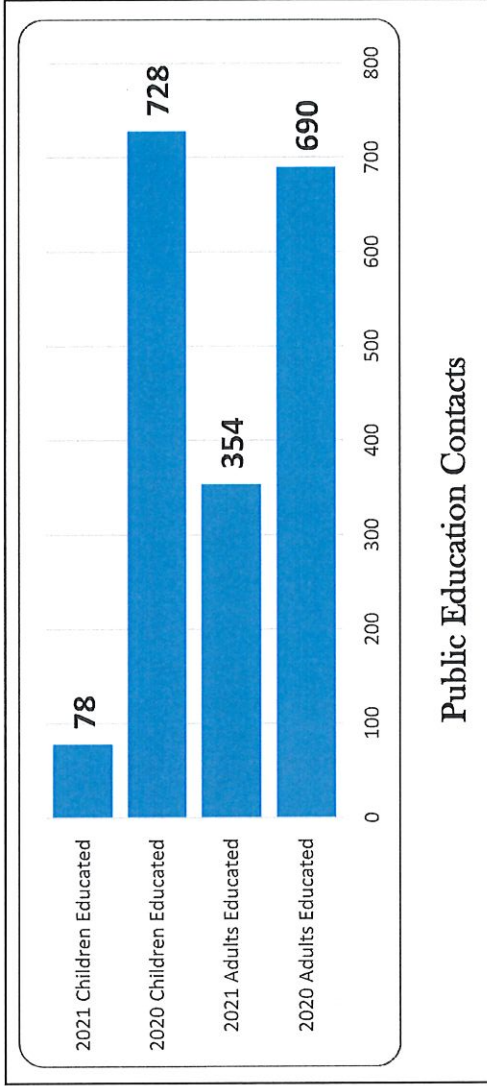
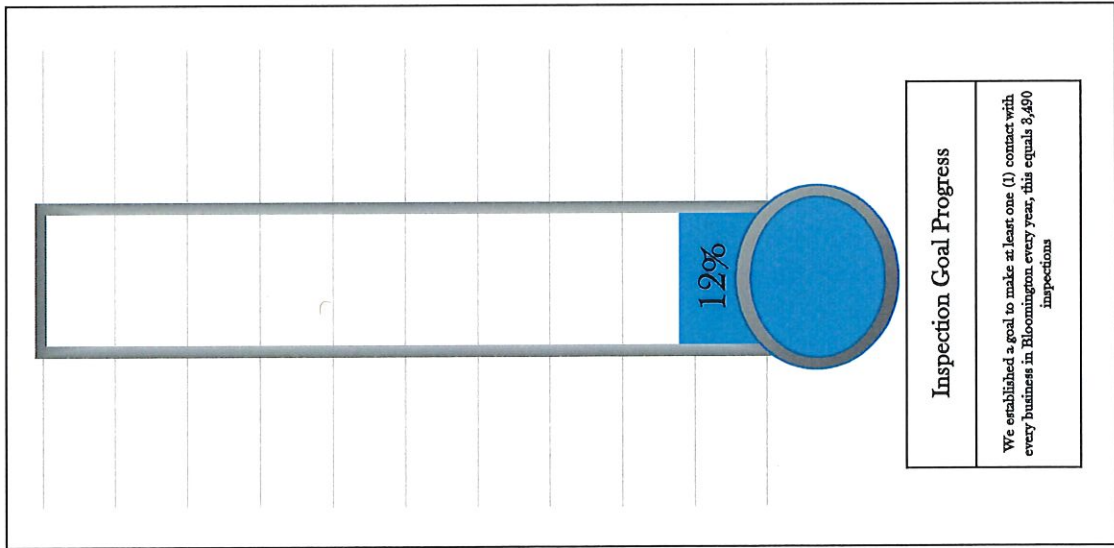
Our Goal is to be on scene within 8 minutes 98% of the time

We are on scene within 4 minutes  
**64%** of our incidents within City Limits

Our Goal is to be on scene within 4 minutes 90% of the time

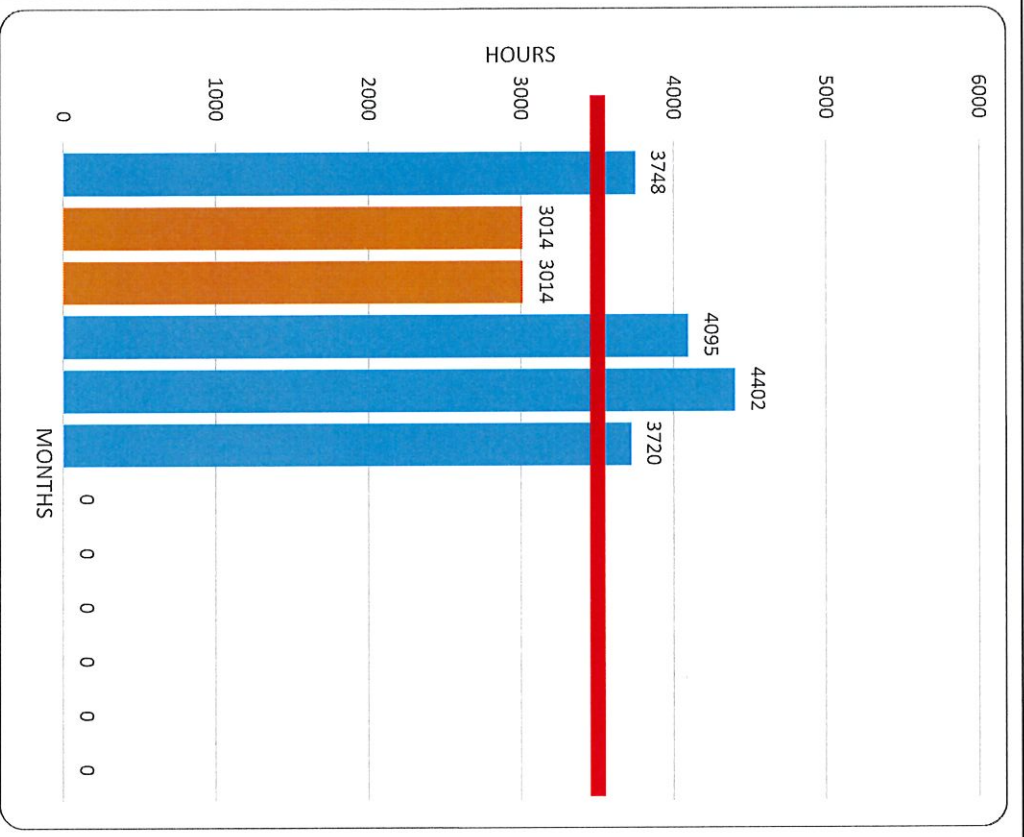


# Prevention and Public Engagement Statistics

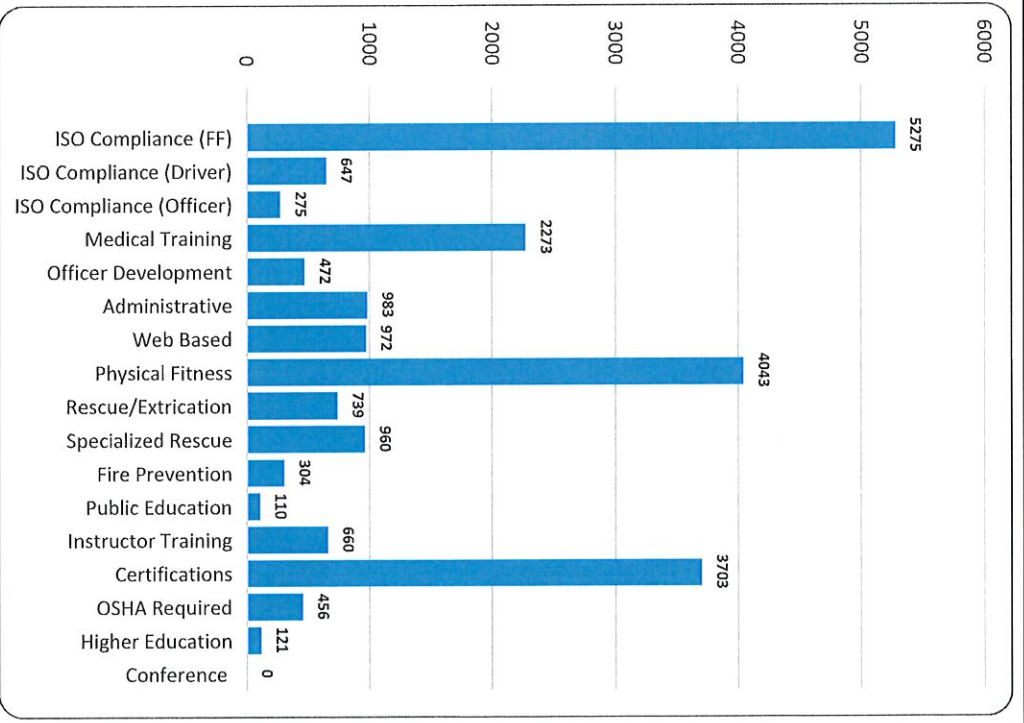


# Training and Education

Training Hour Trend



Training Hours YTD





## Letters of Appreciation / Commendation



City Church for All Nations donated 110 meal vouchers to our department to recognize our outstanding community service

**LEASE AGREEMENT FOR PERSONAL PROPERTY  
BETWEEN MAHAFFEY USA, LLC AND  
THE CITY OF BLOOMINGTON FIRE DEPARTMENT**

This Lease Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of July, 2021 between Mahaffey USA LLC, a Tennessee Corporation (the "Lessor"), and the City of Bloomington Fire Department (the "Lessee"). In accordance with the following terms and conditions Lessor agrees to lease to the Lessee, and the Lessee agrees to lease from the Lessor, the scheduled personal property (the "Personal Property") as set forth in Exhibit A.

1. **Fee Schedule:** Lessee agrees to pay Lessor (a) the rental fee ("Rental Fee") as set forth in Exhibit A. The Rental Fee includes Lessor's charges for delivery, installation, dismantle and removal of the Personal Property. Due to the volatility of fuel prices, Lessor reserves the right to add a fuel surcharge to the final invoice if the average price of diesel fuel exceeds \$4.00 per gallon according to the Weekly Retail On-Highway Diesel Fuel Price reported by the U.S. Department of Energy. In the event the Personal Property is not made ready for pick up by Lessor on the Dismantling Date, the Rental Fee charged Lessee shall continue to accrue on a per diem basis until the Personal Property is made ready for pick up by Lessor. All other charges set forth in Exhibit A of this Agreement shall be invoiced by Lessor upon completion of services and paid in a timely manner by Lessee, not to exceed 45 days from the date of invoice. In the event the parties do not agree otherwise in writing, the lease shall automatically renew on a month-to-month basis with all other terms remaining the same. In the event the structure dismantles early, the Lessee shall pay an early termination fee of 50% of the remaining lease payments on the initial term of the Agreement, and Removal and Recover fees as set forth in Exhibit A.

2. **Site Preparation:** Lessee shall provide Lessor unobstructed access to the Site to deliver, erect, maintain, dismantle, and remove the Personal Property. Lessee agrees to remove all personal property installed or placed within the Personal Property by Lessee (or any other party) prior to the Dismantling Date. In the event that Lessee's personal property (or any third party's) has not been removed as required, Lessor, at its option and without any obligation to do so, may nonetheless enter the Site, move, or remove any such personal property at Lessee's risk and cost, and thereafter dismantle and remove the Personal Property without further notice, and Lessee shall indemnify and hold Lessor harmless from any cost, expense or liability arising therefrom. In the event Lessee fails to provide Lessor with required unobstructed access to the Site, fails to remove such personal property from the Personal Property, or otherwise hinders the Lessor's performance of its obligations under this Agreement, Lessee shall pay Lessor an additional charge of \$85.00 per hour per man with respect to any delays incurred or additional labor performed.

3. **Permits:** Lessee covenants that Lessee shall secure all permits, licenses, consents, etc., required for installation, maintenance and use of the Personal Property and that Lessee shall bear all related costs. Further, Lessee shall advise Lessor as to the existence and mark the location of any underground utilities (e.g., telephone cables, gas pipelines, electrical conduit, sprinkler systems). If in question regarding this matter, Lessee must telephone 811, a free utility location service



(<www.call811.com><<http://www.call811.com>>) at least 7 days before the Installation Date. In the absence of such advice, Lessor can assume that no such underground obstructions exist.

Should undisclosed subsurface conditions be encountered, Lessee shall pay Lessor any additional costs incurred to secure and / or anchor the Personal Equipment (e.g., drilling, specialized ballast). Although Lessor will endeavor to minimize damage to Lessee's Site, including lawn, landscaping, underground utilities, etc., Lessee assumes the risk of, and releases Lessor from liability for, any such damages which may occur, any such damages which may occur, except to the extent that such loss is the result of Lessor's negligent action(s).

**4. Accidental Loss or Damage:** Except as otherwise provided in Paragraph 5, Lessee assumes all responsibility for the loss, or damage to, the Personal Property from the Acceptance of Installation to its removal from the Site. Lessee shall pay for each component of the Personal Property which is repaired or replaced; however, if the Personal Property is a total loss, Lessee's liability shall be limited to the actual cash value of the Personal Property at the time of such loss.

**5. Risk and Liability:** Lessee assumes all risk and liability for the use and operation of the Personal Property, and for all personal injuries and property damage arising from or incidental thereto except if the damages are due to the negligence or other wrongdoing of Lessor or due to failure or defects of the Personal Property. Except as noted above, Lessee hereby agrees to release, defend, indemnify, and hold harmless Lessor, its directors, officers, employees, agents and assigns from and against any claims, demands, damages, expenses, or causes of action of every kind by Lessee or third parties including, but not limited to Lessee's invitees, employees, agents, and all other persons, including claims based upon breach of contract, breach of warranty, personal injury, property damage, strict liability or negligence, for any loss, damage or injury caused by or related to the negligent operation of the Personal Property by the Lessee.

Lessor hereby agrees to release, defend, indemnify, and hold harmless Lessee, its directors, officers, employees, agents and assigns from and against any claims, demands, expenses, or causes of action of every kind by Lessor or third parties including, but not limited to Lessor or Lessee's invitees, employees, agents, and all other persons, including claims based upon breach of contract, breach of warranty, personal injury, property damage, strict liability or negligence, for any loss, damage or injury caused by or related to the negligent act(s) of Lessor or any defect of the Personal Property.

**6. Notification:** Lessee agrees and covenants (a) not to sublet, encumber or dispose of Personal Property, (b) that the location for the installation of the Personal Property is in compliance with all applicable laws, rules and regulations governing its use, (c) to pay all taxes related to the use of the Personal Property, including, but not limited to, sales or use taxes, and (d) that Lessee shall immediately discontinue the use of the Personal Property should Lessee, at any time, discover that the Personal Property has become unsafe and that it shall immediately notify Lessor of such fact immediately. In the event the Personal Property fails for reasons attributable to acts of God or defect in the Personal Property or its installation, Lessor agrees, in its discretion and within a reasonable time, either to repair the Personal Property or provide Lessee with similar Personal Property. This provision shall not relieve Lessee from its other obligations under this Agreement.

7. **Insurance:** Each party shall provide the other with evidence of insurance placed with an insurance company with an A.M. best rating of A- VII or better. Coverage shall provide commercial general liability with limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. Each party's policy shall name the other party as Additional Insured. Additional Insured - Lessor of Equipment form is acceptable. No labor law or action over exclusions shall apply to any policy. Automobile Insurance limits of \$1,000,000 per occurrence including owned, hired, and non-owned autos. Workers Compensation shall be statutory with no owners excluded from coverage and employer's liability limits shall be \$500,000/\$500,000/\$500,000 if lessee is providing labor. Waiver of Subrogation applies on behalf of lessor for all policies. Excess Liability/Umbrella limits of \$2,000,000 per occurrence, \$2,000,000 aggregate are required and must follow form over General Liability, Automobile Liability, and Employer's Liability. Leased property/equipment shall be insured for its actual cash value for special perils including earthquake and flood naming lessor as loss payee. 30-day notice of cancellation shall apply to all policies. All policies shall be issued by an insurance company authorized to issue such policies in the State of Indiana.
8. **Force Majeure:** Neither Lessor nor Lessee shall be liable for breach of this Agreement for any delay, nonperformance, or interruption of performance due, directly, or indirectly, to the elements, acts of God, acts of Lessee, acts of civil or military authority, terrorist act, war, riots, concerted labor actions, epidemic, pandemic, quarantine, cyber-attack, or any other cause beyond the reasonable control of Lessor or Lessee.
9. **Late Payment:** Lessee shall pay the Rental Fee, plus such additional charges or fees, as specified in this Agreement.
10. **Default:** Each of the following constitutes a default by Lessee: (a) failure to make any payment when due; (b) breach of any of these terms or conditions; (c) any execution or writ or process of law issued against the Lessee where the Personal Property might be affected; (d) action under any bankruptcy, reorganization, or insolvency law instituted by or against Lessee; and (e) any assignment for the benefit of creditors. In the event of default, Lessee shall be in breach of this Agreement and Lessor, in its discretion, shall have the right to immediately terminate this Agreement after 5 day notice to cure, to seek damages for its breach and to take possession of the Personal Property without any court order or any other process of law and, in furtherance thereof, Lessor may enter upon the Site where said Personal Property is located and remove the same with or without notice of its intention to do so, without liability therefor.
11. **Cumulative Rights:** Each party's rights and remedies hereunder or available at law or in equity shall be cumulative, not exclusive, and each shall be in addition to all other rights and remedies available to the party at law or in equity and each may be pursued separately, successively, or concurrently with any other remedy. A party's failure to enforce strictly any provisions of this Agreement shall not be construed as a waiver thereof or as excusing the other party from any future performance.
12. **Agreement:** Customer agrees to sign an installation acceptance form once the structure installation is completed.
13. **Jurisdiction:** This Agreement shall be interpreted under and governed by the laws of the State of Indiana. Exclusive venue and jurisdiction is with the local, state, or federal courts located within the County of Monroe, State of Indiana.
14. **Legal Fees:** In the event litigation is necessary to enforce any provision of this Agreement, or to resolve

any dispute arising out of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in the enforcement of such party's rights, including, but not limited to, court costs and reasonable attorney's fees.

15. **Provisions:** The provisions of this Agreement shall be severable, so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions. Neither this Agreement nor any right or interest hereunder shall be assignable by either party, its beneficiaries, or legal representatives without the other party's prior written consent.
16. **Authority:** Any person executing this Agreement on behalf of a corporation or other organization, warrants in his individual capacity that he is acting within the scope of his authority, and that said corporation or other entity shall be bound thereby.
17. **Appropriation of Funds:** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Lessee are at any time not forthcoming or are insufficient, through failure of any entity, including the Lessee itself, to appropriate funds or otherwise, then the Lessee shall have the right to terminate this Agreement without penalty, subject to the early termination provisions of Paragraph 1.
18. **Conflict of Interest:** Lessor 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. Lessor agrees that no person having any such interest shall be employed in the performance of this Agreement.
19. **Non-Discrimination:** Lessor 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.
20. **Compliance with Laws:** In performing the Services under this Agreement, Lessor 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, Lessor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Lessee in a timely manner of the conflict, attempts of resolution, and planned course of action.
21. **E-Verify:** Lessor 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). Lessor shall sign an affidavit, attached as Exhibit B, affirming that Lessor 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.

Lessor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Lessor or subcontractor subsequently learns is an unauthorized alien. If the Lessee obtains information that the Lessor or subcontractor employs or retains an employee who is an unauthorized alien, the Lessee shall notify the Lessor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Lessor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Lessor or subcontractor did not knowingly employ an unauthorized alien. If the Lessor or subcontractor fails to remedy the violation within the 30 day period, the Lessee 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 Lessee may allow the contract to remain in effect until it procures a new Lessor. If the Lessee terminates the contract, the Lessor or subcontractor is liable to the Lessee for actual damages.

Lessor shall require any subcontractors performing work under this contract to certify to the Lessor 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. Lessor shall maintain on file all subcontractors' certifications throughout the term of the contract with the Lessee.

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

Lessor: Chris Ruch, Mahaffay USA LLC, 4201 Delp St, Memphis, TN 38118

Lessee: Jayme Washel, Deputy Fire Chief, City of Bloomington Fire Department, 300 E. 4th St, Bloomington, IN 47408

23. **Non-Collusion:** Lessor is required to certify that it has not, nor has any other member, representative, or agent of Lessor, 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. Lessor shall sign an affidavit, attached hereto as Exhibit C, affirming that Lessor has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.
24. **Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Lessor and the Lessee. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this amendment signed by both parties hereto.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be entered into on the date written above.

MAHAFFEY USA, LLC

CITY OF BLOOMINGTON  
FIRE DEPARTMENT

\_\_\_\_\_  
Printed Name and Title

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

\_\_\_\_\_  
Phillippa Guthrie, Corporation Counsel

CITY OF BLOOMINGTON  
BOARD OF PUBLIC SAFETY

\_\_\_\_\_  
Kimberly Gray, President



4201 Deip St  
 Memphis TN 38118  
 www.mahaffeyusa.com  
 855-977-1783 Phone  
 901-362-8700 Fax

Status: Quote  
 Quote #: q2380-2

Event Beg: Thu 7/22/2021 3:04PM  
 Event End: Thu 7/21/2022 3:04PM  
 Operator: 30  
 Terms: On Account

Bloomington Fire Department  
 300 E 4th Street  
 Bloomington, IN 47408

Phone 812-332-9789

Job Descr: 6Mx15Mx5M H202 - 12 MONTH LEASE

Customer #: 1038

Ordered By: Jayme Washel 812 325-5328

Salesman: Chris Ruch cruch@mahaffeyusa.com

Ship Fri 7/16/2021

Jayme Washel 812-325-5328  
 228 South College Avenue  
 Bloomington, IN 47401

Return Fri 8/ 5/2022

Jayme Washel 812-325-5328  
 228 South College Avenue  
 Bloomington, IN 47401

12 MONTH LEASE

SETUP DATES: JUL 19, 2021 - JUL 21, 2021  
 EVENT DATES: JUL 22, 2021 - JUL 11, 2022  
 TAKEDOWN DATES: JUL 12, 2022 - JUL 13, 2022

ENGINEERING: \$4,000  
 DELIVER & INSTALL: \$16,800  
 REMOVAL & RECOVER: \$11,454  
 MONTHLY LEASE: \$6,799 / mo (BASED ON A MIN. 12 MONTH LEASE)  
 TOTAL BASE CONTRACT VALUE: \$101,850

PAYMENT SCHEDULE

-ENGINEERING, D&I, T&R: DUE UPON COMPLETION OF SERVICES PER PARAGRAPH 1  
 -MONTHLY PAYMENT: NET 45

EARLY TERMINATION FEE

-50% OF REMAINING LEASE PAYMENTS ON INITIAL CONTRACT TERM, PLUS REMOVAL & RECOVER FEES LISTED ABOVE

\* EQUIPMENT & DATE AVAILABILITY CONTINGENT ON RECEIPT OF DEPOSIT, COI & SIGNED LEASE AGREEMENT  
 \*\* ABOVE PRICING IS BEFORE TAX, WHERE APPLICABLE

Qty	Items Rented		
	<b>STRUCTURE - 6Mx15Mx5M H202</b>		
1	20x50x18 Clearspan Structure		
2	Center Gable Upright NEED PART NUMBER FOR CENTER GABLE UPRIGHT		
6	6MX10' White Top G2		
2	8M White Gable G2		
4	2,5Mx5M 24" Insulated HDS 18'		
6	6Mx6M 24" Insulated HDS 18'		
	<b>STRUCTURE ACCESSORIES</b>		
2	LED CL120 Light Kit w/Gage		
2	Single Steel Door - Panel Kit		
2	Exit Light w/B.U. Battery Kit		
2	10# ABC Fire Extinguisher		
1	Gable Vent Fan 36" Kit		
1	Electric Heat 60KW 3 Phase 480v		
1	Clearspan Garage Door Kit		
1	Steel Rollup Garage Door - 16'x16'		
	<b>SERVICES</b>		
1	Engineering		
1	DEL./INSTALL/REMOVAL/RECOVER		

Quote valid for 30 days.

<i>Rental Retail</i>	\$69,589.20
<i>Sales Retail:</i>	\$32,262.00
<i>Total Savings:</i>	\$1.20
<i>Subtotal:</i>	\$101,850.00
<b>Total:</b>	\$101,850.00
<b>Paid:</b>	\$0.00
<b>Amount Due:</b>	\$101,850.00

**EXHIBIT B**

STATE OF TENNESSEE        )  
  )SS:  
COUNTY OF SHELBY        )

**E-VERIFY AFFIDAVIT**

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

1. The undersigned is the \_\_\_\_\_ of Mahaffey USA, LLC
2. The company named herein that employs the undersigned has contracted with or seeking to contract with the City of Bloomington to provide services.
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 TENNESSEE        )  
  )SS:  
COUNTY OF SHELBY        )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of July, 2021

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

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

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

County of Residence: \_\_\_\_\_

**EXHIBIT C**

STATE OF TENNESSEE            )  
  ) SS:  
COUNTY OF SHELBY            )

**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 July, 2021

MAHAFFEY USA, LLC

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

STATE OF TENNESSEE            )  
  ) SS:  
COUNTY OF SHELBY            )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of July, 2021

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

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

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

County of Residence: \_\_\_\_\_



**CITY OF BLOOMINGTON**  
**BOARD OF PUBLIC SAFETY**  
**STANDARDS**  
**EFFECTIVE ~~1/19~~7/20/2021**

Approved by the Board of Public Safety on ~~January 19~~July 20, 2021

## I. ADMINISTRATIVE MATTERS

### A. Office

The Board of Public Safety (hereinafter "Board") shall maintain an office in Bloomington, Indiana where such staff assistants as it requires shall function and where its files and records shall be kept.

### B. Officers of the Board

1. The officers of the Board shall be: Chair and Vice-Chair.
2. The Chair and Vice-Chair shall be selected by the Board. The Chair and Vice-Chair shall serve a term of one (1) year from the date of election or until a new Chair or Vice-Chair is elected or until the Chair or Vice-Chair resigns or is otherwise removed as a member of the Board.
3. The Chair shall preside at all meetings and shall perform all duties required of him/her by the Board.
4. The Vice-Chair shall preside at meetings in the absence or disability of the Chair, and is authorized to sign the following documents when the Chair is absent from a meeting: Contracts, resolutions, minutes and certification of executive sessions.
5. The Secretary of the Board shall be an employee of the City of Bloomington Legal Department.
6. The Secretary shall keep the minutes and records of the Board.

### C. Regular Meetings

The Board shall hold at least one (1) meeting per month with the date and time of the meeting to be chosen by the Board.

### D. Special Meetings

Special meetings may be called by any member of the Board or upon the request of the Mayor of the City of Bloomington.

### E. Public Meetings

1. All meetings of the Board shall be open to the public unless an executive session is conducted in accordance with Indiana law.
2. Executive sessions may be held for the following reasons:
  - a. For discussion of strategy in regards to collective bargaining;
  - b. To receive information about and interview prospective employees;

- c. To receive information concerning a police officer's or firefighter's alleged misconduct;
- d. To receive information concerning a police officer's or firefighter's possible promotion; and
- e. For discussion of records classified as confidential by state or federal statute.

- 3. Any final action must be taken at a meeting open to the public.
- 4. Public notice of executive sessions must state the subject matter by specific reference to the enumerated instance or instances for which the executive session is being held.

F. Voting

The concurrence of a majority of the members of the Board present at any meeting shall be necessary to make a decision and the action of such a majority shall be the act of the Board.

G. Quorum

Three (3) members of the Board shall constitute a quorum and shall conduct any and all business of the Board.

H. Change in Policy, Procedures, Rules and Regulations

The Board may at any meeting, Regular or Special, amend, adopt or rescind any Policies, Standards, Procedures, or Rules and Regulations within its jurisdiction.

## II. DISCIPLINARY PROCESS AND PROCEDURES

### A. Applicability

1. Chapter II applies to members of the City of Bloomington Police Department and the City of Bloomington Fire Department (hereinafter referred to as "members").
2. Chapter II does not apply to the reduction in grade of any member of the City of Bloomington Police Department or City of Bloomington Fire Department who holds an upper level policy making position as defined by Indiana Code § 36-8-1-12. The following individuals are excluded from Chapter II:
  - a. Police Chief;
  - b. Fire Chief;
  - c. The next two (2) ranks and pay grades immediately below the Police Chief; and
  - d. The next single ranks and pay grades immediately below the Fire Chief.

### B. Demotion, Dismissal, Reprimand, Forfeiture and Suspension by the Board

1. Members may be disciplined by demotion, dismissal, reprimand, forfeiture, or suspension by the Board in accordance with Indiana Code § 36-8-3-4(b). Members may be disciplined upon either:
  - a. Conviction in any court of any crime; or
  - b. An affirmative finding by the Board that the member committed any one (1) or more of the following acts:
    - i. Neglect of duty;
    - ii. A violation of rules;
    - iii. Neglect or disobedience of orders;
    - iv. Incapacity;
    - v. Absence without leave;
    - vi. Immoral conduct;
    - vii. Conduct injurious to the public peace or welfare;
    - viii. Conduct unbecoming a member; or
    - ix. Another breach of discipline.
  - c. Pursuant to I.C. § 36-8-3-4(b), the Board may not consider the political affiliation of the member in making a decision under this Chapter.
2. Before a member may be suspended in excess of forty (40) hours without pay, demoted, or dismissed, the Board, or the Board's designee, shall inform the Chief that it desires to take such an action against the member. The Board, or the Board's designee shall inform the member of the Board's intent and that the member is entitled to a hearing before the Board. A member may agree to waive his/her right to a hearing. Said waiver shall be in writing and shall constitute final action on the matter.

- a. If a member desires a hearing, the member must request the hearing not more than five (5) days after the Board or the Board's designee has provided the member notice of the Board's intention to suspend, demote, or dismiss said member.
- b. The hearing conducted under this Chapter shall be held not more than thirty (30) days after the hearing is requested by the member, unless a later date is mutually agreed upon by the parties.
- c. Written notice shall be given either by service upon the member in person or by a copy left at the member's last and usual place of residence at least fourteen (14) days before the date set for the hearing.
- d. The notice of the hearing must state the following:
  - i. The time and place of the hearing;
  - ii. The charges against the member;
  - iii. The specific conduct that comprises the charges;
  - iv. That the member is entitled to be represented by counsel;
  - v. That the member is entitled to call and cross-examine witnesses;
  - vi. That the member is entitled to require the production of evidence; and
  - vii. That the member is entitled to have subpoenas issued, served, and executed in Monroe County, Indiana.
- e. During any investigation or hearing, the Board may compel the attendance of witnesses, examine them under oath, and require the production of books, papers, and other evidence at a meeting of the Board.
- f. The reasons for the suspension, demotion, or dismissal of a member of the police or fire department shall be entered as specific findings of fact upon the records of the Board.
- g. The Board shall determine if the member who is suspended in excess of forty (40) hours shall continue to receive the member's salary during the suspension.
- h. A member who is suspended for a period exceeding forty (40) hours, demoted, or dismissed may appeal the decision to the circuit or superior court of Monroe County, Indiana.
- i. If a member is subject to criminal charges, the Board may place the member on administrative leave until the disposition of the criminal charges in the trial court. Any other action by the Board is stayed until the disposition of the criminal charges in the trial court. An administrative leave under this subsection may be with or without pay, as determined by the Board. If the member is placed on leave without pay, the Board, in its discretion, may award back pay if the member is exonerated in the criminal matter.

C. Other Disciplinary Measures

1. All other discipline, including written or oral reprimands, assignment of extra duty, suspension of forty (40) hours or less without pay, forfeiture of

vacation or compensatory days of forty (40) hours or less, or any combination thereof, shall be handled by the Police Chief in accordance with Chapter VIII of the *Bloomington Police Department Rules and Regulations* or by the Fire Chief in accordance with Sections 26.0 and 27.0 of the *Bloomington Fire Department Rules and Regulations*.

2. The disciplinary measures noted in subsection 1 above may be taken by the Police Chief or Fire Chief, or his/her designee, without the filing of charges with the Board.
3. Any member disciplined in accordance with Section C shall have the right to appeal the action to the Board.
  - a. The appeal must be in writing and filed with the City of Bloomington's Legal Department within seventy-two (72) hours of the discipline;
  - b. The member shall bear the burden of proof in any such appeal.
4. Upon receipt of an appeal, the City of Bloomington's Legal Department shall notify the members of the Board, and shall convene the Board as soon as reasonably possible after the appeal is filed by the member, unless a later date is mutually agreed upon by the parties.
  - a. Said review by the Board shall be limited to a review of the facts, information and material submitted to either the Police Chief or Fire Chief by the appealing member.
  - b. At its discretion, the Board may hold a hearing during its review.
  - c. If the decision is reversed by the Board, the member who was disciplined is entitled to any wages withheld as a result of the discipline.
  - d. The decision of the Board shall be final.

D. Hearings

1. All hearings may be conducted in executive session at the sole discretion of the Board. Any final action shall be taken at a meeting open to the public.
2. All parties to the hearing may be represented by counsel.
3. All witnesses shall be sworn prior to testifying.
4. All proceedings before the Board during the hearing shall be recorded by a designee of the Board.
5. The record of the hearing will not be transcribed by the Board's designee unless requested by the Board or any other interested party to the hearing. The cost of the transcript shall be borne by the person requesting it.

6. The Board will first hear from the Police Chief or Fire Chief who may present and examine those witnesses whom he/she desires the Board to hear. Thereafter the Board will hear from the member who may present and examine witnesses whom he/she desires the board to hear.
  - a. All parties shall have the right to cross-examine witnesses presented by the opposite party.
  - b. The Board shall have the right to examine and to recall witnesses.
7. No hearing shall be continued at the request of the parties thereto or their counsel unless such request is made in writing at least five (5) days before the date for which the hearing is scheduled unless justice so requires. A request for a continuance shall be submitted to the City of Bloomington's Legal Department, which has been granted the explicit authority by the Board to grant or deny any request for a continuance.

E. Subpoenas

1. The Board has the power to issue subpoenas to expedite and facilitate an investigation, in accordance with Indiana Code § 36-8-3-4(d).
2. Subpoenas may only be served and enforced in Monroe County, Indiana.
3. The Police or Fire Chief, the accused member, or their respective counsel, may at any time before a hearing, apply to the Board for subpoenas directed to specific persons requiring their appearance at the hearing, and, if necessary, requiring them to produce at the hearing books, papers, records and other such evidence as may be relevant to the hearing.
4. Compliance with subpoenas may be enforced by the Monroe County Circuit Court, Indiana.

F. Decision on Charges

1. Any finding by the Board shall require a majority vote of the members of the Board.
2. After the Board has made its findings and determined its order, it shall deliver, in person or by mail, to the member, a notice of the finding and order of the Board. A copy of the notice shall be mailed or delivered to the Police Chief or Fire Chief and shall be placed in the member's personnel file.
3. Any member who is suspended for a period exceeding forty (40) hours, demoted or dismissed may appeal the decision to the circuit or superior court of Monroe County, Indiana within thirty (30) days after the date the decision is rendered in accordance with Indiana Code § 36-8-3-4(f). No other decision may be appealed.





III. COMPLAINTS AGAINST SWORN POLICE OFFICERS AND MEMBERS OF  
THE FIRE DEPARTMENT

- A. Any and all complaints against sworn police officers and members of the Fire Department shall be conducted in accordance with the *Bloomington Police Department Rules and Regulations* and the *Bloomington Fire Department Rules and Regulations* respectively.

#### IV. PERSONNEL MATTERS

- A. The following documents are hereby incorporated into these Standards as if fully set forth herein:
1. The City of Bloomington Police Department Rules and Regulations;
  2. All City of Bloomington Police Department General Orders;
  3. The Collective Bargaining Agreement between the City of Bloomington and the Don Owens Memorial Lodge 88, Fraternal Order of Police, Inc.;
  4. The City of Bloomington Fire Department Rules and Regulations;
  5. All City of Bloomington Fire Department General Orders;
  6. The Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan Firefighters, Local 586; and
  7. The City of Bloomington Personnel Manual.

## V. CLASSIFICATION OF RANKS AND PAY GRADES

The ranks and pay grades of the City of Bloomington Police Department and City of Bloomington Fire Department are included in the salary ordinance approved by the City of Bloomington Common Council (hereinafter, "Common Council"). The salary ordinance passed by the Common Council each year is incorporated into these Standards as if fully incorporated herein.

VI. APPOINTMENT TO THE CITY OF BLOOMINGTON  
POLICE DEPARTMENT

A. Standards for Appointment

1. An Applicant for appointment as a sworn police officer with the City of Bloomington Police Department (hereinafter, "Department") shall meet the following requirements:
  - a. The Applicant must be at least twenty-one (21) years of age and not have reached ~~thirty-six (36)~~ forty (40) years of age, or forty (40) years and six (6) months if the Applicant is a veteran who qualifies under I.C. 36-8-4.7-5.
  - b. The Applicant must be a high school graduate as evidenced by a diploma issued by a high school accredited by the department or agency of the State authorized to accredit high schools or have certification of an equivalent form of education.
  - c. The Applicant must have adequate means of transportation into the jurisdiction served by the member's department and maintain telephone service to communicate with the department. ~~reside in Monroe County or within a contiguous county prior to employment as a police officer and continue to do so during employment with the Department and must maintain residential or cellular telephone service during employment with the Department.~~
  - d. The Applicant shall possess a valid driving license from the State of Indiana prior to employment as a police officer and continue to do so during employment with the Department.
  - e. The Applicant must submit to all tests and interviews as approved by the Board.
  - f. The Applicant must possess acuity of vision correctable to 20/40 or better in each eye and must have normal color vision; glasses and/or contacts are permissible devices to reach the required vision standards.
  - g. The Applicant must have hearing with no more than thirty (30) decibel loss between five hundred (500) and three thousand (3,000) cycles.
  - h. The Applicant must meet the physical agility requirements established and required by the Indiana Law Enforcement Academy.
  - i. The Applicant must be of good moral character as determined by a thorough background investigation and, if having been a member of the Armed Forces, must not have been discharged under less than honorable conditions.

B. Employment Preferences.

1. The Board and/or persons having the authority to employ members of the Department shall give a preference for employment according to the following priority:
  - a. A war veteran who has been honorably discharged from the United States armed forces.

b. A person whose mother or father was a firefighter or municipal or county police officer who died in the line of duty.

2. The Board and/or persons having the authority to employ members of the Department may give a preference for employment to any of the following:
  - a. A police officer or firefighter laid off by another city.
  - b. A county police officer laid off by a sheriff's department.
  - c. A person who was employed full-time or part-time by a township to provide fire protection and emergency services and was laid off by the township.
3. Preference may not be given until and unless the person applies and meets all employment requirements prescribed by law, including physical and age requirements, and by the Department.

C. Selection for Appointment

1. When a vacancy exists, or is about to occur, in the Department, applications shall be accepted and screened by the Department.
2. The screening procedure may include, but is not intended to be limited to, the following:
  - a. Background checks;
  - b. Interviews at the Department; and/or
  - c. Polygraph tests
3. Upon completion of the screening procedure, the Department shall submit a number of applicants to the Board for the Board to interview.
4. The Board, or the Board's designated representative, shall interview all Applicants forwarded to it by the Department. Upon completion of the interviews, the Board shall create an eligibility list which shall include the following:
  - a. All Applicants the Board is willing to hire upon a vacancy in the Department;
  - b. The date upon which the eligibility list will expire; and
  - c. A ranking of the Applicants in the order in which the Board wishes the applicants to be offered a position with the Department.
5. When a vacancy occurs in the Department, the top ranking Applicant on the Board's eligibility list is extended an offer of employment. Said offer of employment is contingent upon:
  - a. The Applicant passing a physical examination. The physical examination must be administered in accordance with the Indiana Code;

- b. The Applicant passing a psychological examination. The psychological examination must be administered in accordance with the Indiana Code; and
  - c. The Applicant's acceptance by Public Employee's Retirement Fund ("PERF").
6. If the Applicant successfully passes all required examinations and is accepted by PERF, the Applicant is sworn in as a member of the Department by the Mayor, or the Mayor's designee.
7. After being sworn in by the Mayor, or the Mayor's designee, the Applicant must attend and successfully complete the Indiana Law Enforcement Academy so that the Applicant may be licensed by the State of Indiana. In the event the Applicant is already appropriately licensed by the State of Indiana, said Applicant need not attend the Indiana Law Enforcement Academy.
8. ~~Upon completion of the Indiana Law Enforcement Academy or upon verification of being appropriately licensed by the State of Indiana,~~ The Applicant shall also participate in and successfully complete the Department's sixteen (16) week field training program.



VII. APPOINTMENT AND REINSTATEMENT TO THE CITY OF BLOOMINGTON  
FIRE DEPARTMENT

A. Standards for Appointment

1. An Applicant for appointment as a member of the City of Bloomington Fire Department (hereinafter, "Department") shall meet the following requirements:
  - a. The Applicant must be at least twenty-one (21) years of age and not have reached thirty-six (36) years of age, or forty (40) years and six (6) months if the Applicant is a veteran who qualifies under I.C. 36-8-4.7-5.
  - b. The Applicant must be a high school graduate as evidenced by a diploma issued by a high school accredited by the department or agency of the state authorized to accredit high schools or have certification of an equivalent form of education.
  - c. The Applicant must have adequate means of transportation into the jurisdiction served by the member's department and maintain telephone service to communicate with the department. reside in Monroe County or within a contiguous county prior to employment as a member of the Department and continue to do so during employment with the Department and must maintain residential or cellular telephone service during employment with the Department.
  - d. The Applicant shall possess a valid driving license from the State of Indiana prior to employment with the Department and continue to do so during employment with the Department.
  - e. The Applicant must submit to all tests and interviews as approved by the Board.
  - f. Before an offer may be extended, the Applicant must pass a physical examination performed by a licensed physician or surgeon, chosen by the City of Bloomington Fire Pension Board or the Department, and be accepted into the Public Employee's Retirement Fund.
  - g. The Applicant must pass the psychological screening examination as required by Indiana statute.
  - h. The Applicant must possess acuity vision, within the standards established by the State Police and Firefighters Pension Fund.
  - i. The Applicant must have hearing within the standards established by the State Police and Firefighters Pension Fund.
  - j. The Applicant must be of good moral character as determined by a thorough background investigation and, if having been a member of the armed forces, must not have been discharged under less than honorable conditions.

B. Employment Preferences.

1. The Board and/or persons having the authority to employ members of the Department shall give a preference for employment according to the following priority:

- a. A war veteran who has been honorably discharged from the United States armed forces.
  - b. A person whose mother or father was a firefighter or municipal or county police officer who died in the line of duty.
2. The Board and/or persons having the authority to employ members of the Department may give a preference for employment to any of the following:
    - a. A police officer or firefighter laid off by another city.
    - b. A county police officer laid off by a sheriff's department.
    - c. A person who was employed full-time or part-time by a township to provide fire protection and emergency services and was laid off by the township.
  3. Preference may not be given until and unless the person applies and meets all employment requirements prescribed by law, including physical and age requirements, and by the Department.

C. Selection for Appointment

1. When a vacancy occurs or the Department expects vacancies in the near future, the Department shall post that applications are being accepted for employment.
2. The screening of applications may include, but is not meant to be limited to, the following:
  - a. A written examination
  - b. A physical abilities assessment
  - c. Interviews at the Department
  - d. Background checks; and/or
  - e. Polygraph tests.
3. The Department shall administer a written test to all Applicants.
- ~~4. All Applicants that pass the written test shall take the Candidate Physical Abilities Test (CPAT). The CPAT must be passed by a deadline established by the Department.~~
- ~~5. Candidates that pass the CPAT by the established deadline, shall receive an interview with the Department.~~
- 6.4. After interviewing all the Applicants, the Department shall select a number of Applicants to forward to the Board for the Board, or the Board's designated representative, to interview.
- 7.5. The Board, or the Board's designated representative, shall interview all Applicants forwarded to it by the Department. Upon completion of the interviews, the Board shall create an eligibility list which shall include the following:



- a. All Applicants the Board is willing to hire upon a vacancy in the Department;
- b. The date upon which the eligibility list will expire; and
- c. A ranking of the Applicants in the order in which the Board wishes the applicants to be offered a position with the Department.

8-6. When a vacancy occurs in the Department, the top ranking Applicant on the Board's eligibility list shall be extended an offer of employment. Said offer of employment is contingent upon ~~the~~:

a. The Applicant passing the Candidate Physical Abilities Test (CPAT).

a.b. The Applicant passing a physical examination. The physical examination must be administered in accordance with the Indiana Code;

b.c. The Applicant passing a psychological examination. The psychological examination must be administered in accordance with the Indiana Code; and

e.d. The Applicant's acceptance by Public Employee's Retirement Fund ("PERF").

9.7. If the Applicant successfully passes all required examinations and is accepted by PERF, the Applicant shall be sworn in as a member of the Department by the Mayor, or the Mayor's designee.

D. Reinstatement. Any member of the Department who resigns their position with the Department voluntarily and as a member in good standing may, upon application for reinstatement, be eligible for reinstatement to the Department by the Board at a later date if the Applicant satisfies the age requirements set out by PERF and Indiana Code 36-8-8, and if there is a vacancy in the department that would not otherwise be required to be filled by a person or persons who qualify for employment preferences.

1. An Applicant for reinstatement shall meet all of the standards for appointment set forth in VII.A.1.
2. An Applicant for reinstatement shall be interviewed by the Chief.
3. After interviewing the Applicant for reinstatement the Chief may recommend the applicant to the Board of Public Safety for reinstatement.
4. The Applicant will be reinstated at the lowest ranking position in the Department.
5. The offer of reinstatement shall be contingent upon the Applicant's satisfaction of the requirements of VII.C.8-6 and any other requirements of the Board or the Department.

6. If the Applicant successfully passes all required examinations and is accepted by PERF, the Applicant shall be sworn in as a member of the Department by the Mayor, or the Mayor's designee.

## VIII. PROMOTIONS IN THE CITY OF BLOOMINGTON POLICE DEPARTMENT

### A. Applicability

This section applies to the promotion of police officers other than those in upper level policymaking positions as defined in Indiana Code section 36-8-1-12, in accordance with the authority of Indiana Code section 36-8-3-3.

### B. Eligibility

1. The promotion of police officers must be from the active personnel of the Department, as required by Indiana Code section 36-8-4-6(b).
2. Officers promoted to any rank above Officer First Class must have at least two (2) years of continuous service with the Department immediately preceding the promotion, in accordance with Indiana Code section 36-8-4-6(d).
3. No officer may be promoted to a rank unless he or she holds the rank immediately below the promotion rank.

### C. Recommendation and Decision

1. The Chief of Police or his designee(s) shall present recommendations for promotion to the Board. The Chief of Police's recommendation may be based on criteria as determined by the Chief.
2. The decision of the Board shall be final.

## IX. PROMOTIONS IN THE CITY OF BLOOMINGTON FIRE DEPARTMENT

### A. Applicability

This section applies to the promotion of members of the Bloomington Fire Department (hereinafter, "Department") other than those in upper level policymaking positions as defined by Indiana Code 36-8-1-12 and in accordance with Indiana Code 36-8-3-3.

### B. Eligibility

1. The promotion of members of the Department must be from the active personnel of the Department, as required by Indiana Code 36-8-4-6(b).
2. Members promoted to the rank of ~~Sergeant-Chauffeur shall be promoted in accordance with the Bloomington Fire Department Professional Standards and Promotion Guide. must have at least four (4) years of service with the Department immediately preceding the promotion, and shall have held the rank of Engineer for at least two (2) years. Additional requirements for promotion include state certification as a Fire Officer I, and completion of Fire Ground Strategy and Tactics class and Fire Ground Operations class.~~
3. Members promoted to the rank of Captain shall be promoted in accordance with the Bloomington Fire Department Professional Standards and Promotion Guide. must have at least six (6) years of service with the Department immediately preceding the promotion, and shall have held the rank of Sergeant for at least two (2) years. Additional requirements for promotion include state certification as a Fire Officer II and completion of an Engine Company Operations or Truck Company Operations class.
4. ~~Members are eligible for promotion promoted~~ to the rank of Battalion Chief shall be promoted in accordance with the Bloomington Fire Department Professional Standards and Promotion Guide. solely based upon criteria determined by the Fire Chief.

### C. Recommendation and Decision

1. The Fire Chief or his designee(s) shall present recommendations for promotion to the Board. The Chief's recommendations may be based on criteria as determined by the Chief.
2. The decision of the Board shall be final.

**CITY OF BLOOMINGTON**  
**BOARD OF PUBLIC SAFETY**  
**STANDARDS**  
**EFFECTIVE 7/20/2021**

**Approved by the Board of Public Safety on July 20, 2021**

## I. ADMINISTRATIVE MATTERS

### A. Office

The Board of Public Safety (hereinafter "Board") shall maintain an office in Bloomington, Indiana where such staff assistants as it requires shall function and where its files and records shall be kept.

### B. Officers of the Board

1. The officers of the Board shall be: Chair and Vice-Chair.
2. The Chair and Vice-Chair shall be selected by the Board. The Chair and Vice-Chair shall serve a term of one (1) year from the date of election or until a new Chair or Vice-Chair is elected or until the Chair or Vice-Chair resigns or is otherwise removed as a member of the Board.
3. The Chair shall preside at all meetings and shall perform all duties required of him/her by the Board.
4. The Vice-Chair shall preside at meetings in the absence or disability of the Chair, and is authorized to sign the following documents when the Chair is absent from a meeting: Contracts, resolutions, minutes and certification of executive sessions.
5. The Secretary of the Board shall be an employee of the City of Bloomington Legal Department.
6. The Secretary shall keep the minutes and records of the Board.

### C. Regular Meetings

The Board shall hold at least one (1) meeting per month with the date and time of the meeting to be chosen by the Board.

### D. Special Meetings

Special meetings may be called by any member of the Board or upon the request of the Mayor of the City of Bloomington.

### E. Public Meetings

1. All meetings of the Board shall be open to the public unless an executive session is conducted in accordance with Indiana law.
2. Executive sessions may be held for the following reasons:
  - a. For discussion of strategy in regards to collective bargaining;
  - b. To receive information about and interview prospective employees;



- c. To receive information concerning a police officer's or firefighter's alleged misconduct;
- d. To receive information concerning a police officer's or firefighter's possible promotion; and
- e. For discussion of records classified as confidential by state or federal statute.

- 3. Any final action must be taken at a meeting open to the public.
- 4. Public notice of executive sessions must state the subject matter by specific reference to the enumerated instance or instances for which the executive session is being held.

F. Voting

The concurrence of a majority of the members of the Board present at any meeting shall be necessary to make a decision and the action of such a majority shall be the act of the Board.

G. Quorum

Three (3) members of the Board shall constitute a quorum and shall conduct any and all business of the Board.

H. Change in Policy, Procedures, Rules and Regulations

The Board may at any meeting, Regular or Special, amend, adopt or rescind any Policies, Standards, Procedures, or Rules and Regulations within its jurisdiction.

## II. DISCIPLINARY PROCESS AND PROCEDURES

### A. Applicability

1. Chapter II applies to members of the City of Bloomington Police Department and the City of Bloomington Fire Department (hereinafter referred to as “members”).
2. Chapter II does not apply to the reduction in grade of any member of the City of Bloomington Police Department or City of Bloomington Fire Department who holds an upper level policy making position as defined by Indiana Code § 36-8-1-12. The following individuals are excluded from Chapter II:
  - a. Police Chief;
  - b. Fire Chief;
  - c. The next two (2) ranks and pay grades immediately below the Police Chief; and
  - d. The next single ranks and pay grades immediately below the Fire Chief.

### B. Demotion, Dismissal, Reprimand, Forfeiture and Suspension by the Board

1. Members may be disciplined by demotion, dismissal, reprimand, forfeiture, or suspension by the Board in accordance with Indiana Code § 36-8-3-4(b). Members may be disciplined upon either:
  - a. Conviction in any court of any crime; or
  - b. An affirmative finding by the Board that the member committed any one (1) or more of the following acts:
    - i. Neglect of duty;
    - ii. A violation of rules;
    - iii. Neglect or disobedience of orders;
    - iv. Incapacity;
    - v. Absence without leave;
    - vi. Immoral conduct;
    - vii. Conduct injurious to the public peace or welfare;
    - viii. Conduct unbecoming a member; or
    - ix. Another breach of discipline.
  - c. Pursuant to I.C. § 36-8-3-4(b), the Board may not consider the political affiliation of the member in making a decision under this Chapter.
2. Before a member may be suspended in excess of forty (40) hours without pay, demoted, or dismissed, the Board, or the Board’s designee, shall inform the Chief that it desires to take such an action against the member. The Board, or the Board’s designee shall inform the member of the Board’s intent and that the member is entitled to a hearing before the Board. A member may agree to waive his/her right to a hearing. Said waiver shall be in writing and shall constitute final action on the matter.

- a. If a member desires a hearing, the member must request the hearing not more than five (5) days after the Board or the Board's designee has provided the member notice of the Board's intention to suspend, demote, or dismiss said member.
- b. The hearing conducted under this Chapter shall be held not more than thirty (30) days after the hearing is requested by the member, unless a later date is mutually agreed upon by the parties.
- c. Written notice shall be given either by service upon the member in person or by a copy left at the member's last and usual place of residence at least fourteen (14) days before the date set for the hearing.
- d. The notice of the hearing must state the following:
  - i. The time and place of the hearing;
  - ii. The charges against the member;
  - iii. The specific conduct that comprises the charges;
  - iv. That the member is entitled to be represented by counsel;
  - v. That the member is entitled to call and cross-examine witnesses;
  - vi. That the member is entitled to require the production of evidence; and
  - vii. That the member is entitled to have subpoenas issued, served, and executed in Monroe County, Indiana.
- e. During any investigation or hearing, the Board may compel the attendance of witnesses, examine them under oath, and require the production of books, papers, and other evidence at a meeting of the Board.
- f. The reasons for the suspension, demotion, or dismissal of a member of the police or fire department shall be entered as specific findings of fact upon the records of the Board.
- g. The Board shall determine if the member who is suspended in excess of forty (40) hours shall continue to receive the member's salary during the suspension.
- h. A member who is suspended for a period exceeding forty (40) hours, demoted, or dismissed may appeal the decision to the circuit or superior court of Monroe County, Indiana.
- i. If a member is subject to criminal charges, the Board may place the member on administrative leave until the disposition of the criminal charges in the trial court. Any other action by the Board is stayed until the disposition of the criminal charges in the trial court. An administrative leave under this subsection may be with or without pay, as determined by the Board. If the member is placed on leave without pay, the Board, in its discretion, may award back pay if the member is exonerated in the criminal matter.

C. Other Disciplinary Measures

1. All other discipline, including written or oral reprimands, assignment of extra duty, suspension of forty (40) hours or less without pay, forfeiture of

vacation or compensatory days of forty (40) hours or less, or any combination thereof, shall be handled by the Police Chief in accordance with Chapter VIII of the *Bloomington Police Department Rules and Regulations* or by the Fire Chief in accordance with Sections 26.0 and 27.0 of the *Bloomington Fire Department Rules and Regulations*.

2. The disciplinary measures noted in subsection 1 above may be taken by the Police Chief or Fire Chief, or his/her designee, without the filing of charges with the Board.
3. Any member disciplined in accordance with Section C shall have the right to appeal the action to the Board.
  - a. The appeal must be in writing and filed with the City of Bloomington's Legal Department within seventy-two (72) hours of the discipline;
  - b. The member shall bear the burden of proof in any such appeal.
4. Upon receipt of an appeal, the City of Bloomington's Legal Department shall notify the members of the Board, and shall convene the Board as soon as reasonably possible after the appeal is filed by the member, unless a later date is mutually agreed upon by the parties.
  - a. Said review by the Board shall be limited to a review of the facts, information and material submitted to either the Police Chief or Fire Chief by the appealing member.
  - b. At its discretion, the Board may hold a hearing during its review.
  - c. If the decision is reversed by the Board, the member who was disciplined is entitled to any wages withheld as a result of the discipline.
  - d. The decision of the Board shall be final.

D. Hearings

1. All hearings may be conducted in executive session at the sole discretion of the Board. Any final action shall be taken at a meeting open to the public.
2. All parties to the hearing may be represented by counsel.
3. All witnesses shall be sworn prior to testifying.
4. All proceedings before the Board during the hearing shall be recorded by a designee of the Board.
5. The record of the hearing will not be transcribed by the Board's designee unless requested by the Board or any other interested party to the hearing. The cost of the transcript shall be borne by the person requesting it.

6. The Board will first hear from the Police Chief or Fire Chief who may present and examine those witnesses whom he/she desires the Board to hear. Thereafter the Board will hear from the member who may present and examine witnesses whom he/she desires the board to hear.
  - a. All parties shall have the right to cross-examine witnesses presented by the opposite party.
  - b. The Board shall have the right to examine and to recall witnesses.
7. No hearing shall be continued at the request of the parties thereto or their counsel unless such request is made in writing at least five (5) days before the date for which the hearing is scheduled unless justice so requires. A request for a continuance shall be submitted to the City of Bloomington's Legal Department, which has been granted the explicit authority by the Board to grant or deny any request for a continuance.

E. Subpoenas

1. The Board has the power to issue subpoenas to expedite and facilitate an investigation, in accordance with Indiana Code § 36-8-3-4(d).
2. Subpoenas may only be served and enforced in Monroe County, Indiana.
3. The Police or Fire Chief, the accused member, or their respective counsel, may at any time before a hearing, apply to the Board for subpoenas directed to specific persons requiring their appearance at the hearing, and, if necessary, requiring them to produce at the hearing books, papers, records and other such evidence as may be relevant to the hearing.
4. Compliance with subpoenas may be enforced by the Monroe County Circuit Court, Indiana.

F. Decision on Charges

1. Any finding by the Board shall require a majority vote of the members of the Board.
2. After the Board has made its findings and determined its order, it shall deliver, in person or by mail, to the member, a notice of the finding and order of the Board. A copy of the notice shall be mailed or delivered to the Police Chief or Fire Chief and shall be placed in the member's personnel file.
3. Any member who is suspended for a period exceeding forty (40) hours, demoted or dismissed may appeal the decision to the circuit or superior court of Monroe County, Indiana within thirty (30) days after the date the decision is rendered in accordance with Indiana Code § 36-8-3-4(f). No other decision may be appealed.





III. COMPLAINTS AGAINST SWORN POLICE OFFICERS AND MEMBERS OF  
THE FIRE DEPARTMENT

- A. Any and all complaints against sworn police officers and members of the Fire Department shall be conducted in accordance with the *Bloomington Police Department Rules and Regulations* and the *Bloomington Fire Department Rules and Regulations respectively*.

#### IV. PERSONNEL MATTERS

- A. The following documents are hereby incorporated into these Standards as if fully set forth herein:
1. The City of Bloomington Police Department Rules and Regulations;
  2. All City of Bloomington Police Department General Orders;
  3. The Collective Bargaining Agreement between the City of Bloomington and the Don Owens Memorial Lodge 88, Fraternal Order of Police, Inc.;
  4. The City of Bloomington Fire Department Rules and Regulations;
  5. All City of Bloomington Fire Department General Orders;
  6. The Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan Firefighters, Local 586; and
  7. The City of Bloomington Personnel Manual.

## V. CLASSIFICATION OF RANKS AND PAY GRADES

The ranks and pay grades of the City of Bloomington Police Department and City of Bloomington Fire Department are included in the salary ordinance approved by the City of Bloomington Common Council (hereinafter, "Common Council"). The salary ordinance passed by the Common Council each year is incorporated into these Standards as if fully incorporated herein.

VI. APPOINTMENT TO THE CITY OF BLOOMINGTON  
POLICE DEPARTMENT

A. Standards for Appointment

1. An Applicant for appointment as a sworn police officer with the City of Bloomington Police Department (hereinafter, "Department") shall meet the following requirements:
  - a. The Applicant must be at least twenty-one (21) years of age and not have reached forty (40) years of age, or forty (40) years and six (6) months if the Applicant is a veteran who qualifies under I.C. 36-8-4.7-5.
  - b. The Applicant must be a high school graduate as evidenced by a diploma issued by a high school accredited by the department or agency of the State authorized to accredit high schools or have certification of an equivalent form of education.
  - c. The Applicant must have adequate means of transportation into the jurisdiction served by the member's department and maintain telephone service to communicate with the department.
  - d. The Applicant shall possess a valid driving license from the State of Indiana prior to employment as a police officer and continue to do so during employment with the Department.
  - e. The Applicant must submit to all tests and interviews as approved by the Board.
  - f. The Applicant must possess acuity of vision correctable to 20/40 or better in each eye and must have normal color vision; glasses and/or contacts are permissible devices to reach the required vision standards.
  - g. The Applicant must have hearing with no more than thirty (30) decibel loss between five hundred (500) and three thousand (3,000) cycles.
  - h. The Applicant must meet the physical agility requirements established and required by the Indiana Law Enforcement Academy.
  - i. The Applicant must be of good moral character as determined by a thorough background investigation and, if having been a member of the Armed Forces, must not have been discharged under less than honorable conditions.

B. Employment Preferences.

1. The Board and/or persons having the authority to employ members of the Department shall give a preference for employment according to the following priority:
  - a. A war veteran who has been honorably discharged from the United States armed forces.
  - b. A person whose mother or father was a firefighter or municipal or county police officer who died in the line of duty.

2. The Board and/or persons having the authority to employ members of the Department may give a preference for employment to any of the following:
  - a. A police officer or firefighter laid off by another city.
  - b. A county police officer laid off by a sheriff's department.
  - c. A person who was employed full-time or part-time by a township to provide fire protection and emergency services and was laid off by the township.
3. Preference may not be given until and unless the person applies and meets all employment requirements prescribed by law, including physical and age requirements, and by the Department.

C. Selection for Appointment

1. When a vacancy exists, or is about to occur, in the Department, applications shall be accepted and screened by the Department.
2. The screening procedure may include, but is not intended to be limited to, the following:
  - a. Background checks;
  - b. Interviews at the Department; and/or
  - c. Polygraph tests
3. Upon completion of the screening procedure, the Department shall submit a number of applicants to the Board for the Board to interview.
4. The Board, or the Board's designated representative, shall interview all Applicants forwarded to it by the Department. Upon completion of the interviews, the Board shall create an eligibility list which shall include the following:
  - a. All Applicants the Board is willing to hire upon a vacancy in the Department;
  - b. The date upon which the eligibility list will expire; and
  - c. A ranking of the Applicants in the order in which the Board wishes the applicants to be offered a position with the Department.
5. When a vacancy occurs in the Department, the top ranking Applicant on the Board's eligibility list is extended an offer of employment. Said offer of employment is contingent upon:
  - a. The Applicant passing a physical examination. The physical examination must be administered in accordance with the Indiana Code;
  - b. The Applicant passing a psychological examination. The psychological examination must be administered in accordance with the Indiana Code; and
  - c. The Applicant's acceptance by Public Employee's Retirement Fund ("PERF").

6. If the Applicant successfully passes all required examinations and is accepted by PERF, the Applicant is sworn in as a member of the Department by the Mayor, or the Mayor's designee.
7. After being sworn in by the Mayor, or the Mayor's designee, the Applicant must attend and successfully complete the Indiana Law Enforcement Academy so that the Applicant may be licensed by the State of Indiana. In the event the Applicant is already appropriately licensed by the State of Indiana, said Applicant need not attend the Indiana Law Enforcement Academy.
8. The Applicant shall also participate in and successfully complete the Department's sixteen (16) week field training program.



VII. APPOINTMENT AND REINSTATEMENT TO THE CITY OF BLOOMINGTON  
FIRE DEPARTMENT

A. Standards for Appointment

1. An Applicant for appointment as a member of the City of Bloomington Fire Department (hereinafter, "Department") shall meet the following requirements:
  - a. The Applicant must be at least twenty-one (21) years of age and not have reached thirty-six (36) years of age, or forty (40) years and six (6) months if the Applicant is a veteran who qualifies under I.C. 36-8-4.7-5.
  - b. The Applicant must be a high school graduate as evidenced by a diploma issued by a high school accredited by the department or agency of the state authorized to accredit high schools or have certification of an equivalent form of education.
  - c. The Applicant must have adequate means of transportation into the jurisdiction served by the member's department and maintain telephone service to communicate with the department.
  - d. The Applicant shall possess a valid driving license from the State of Indiana prior to employment with the Department and continue to do so during employment with the Department.
  - e. The Applicant must submit to all tests and interviews as approved by the Board.
  - f. Before an offer may be extended, the Applicant must pass a physical examination performed by a licensed physician or surgeon, chosen by the City of Bloomington Fire Pension Board or the Department, and be accepted into the Public Employee's Retirement Fund.
  - g. The Applicant must pass the psychological screening examination as required by Indiana statute.
  - h. The Applicant must possess acuity vision, within the standards established by the State Police and Firefighters Pension Fund.
  - i. The Applicant must have hearing within the standards established by the State Police and Firefighters Pension Fund.
  - j. The Applicant must be of good moral character as determined by a thorough background investigation and, if having been a member of the armed forces, must not have been discharged under less than honorable conditions.

B. Employment Preferences.

1. The Board and/or persons having the authority to employ members of the Department shall give a preference for employment according to the following priority:
  - a. A war veteran who has been honorably discharged from the United States armed forces.
  - b. A person whose mother or father was a firefighter or municipal or county police officer who died in the line of duty.

2. The Board and/or persons having the authority to employ members of the Department may give a preference for employment to any of the following:
  - a. A police officer or firefighter laid off by another city.
  - b. A county police officer laid off by a sheriff's department.
  - c. A person who was employed full-time or part-time by a township to provide fire protection and emergency services and was laid off by the township.
3. Preference may not be given until and unless the person applies and meets all employment requirements prescribed by law, including physical and age requirements, and by the Department.

C. Selection for Appointment

1. When a vacancy occurs or the Department expects vacancies in the near future, the Department shall post that applications are being accepted for employment.
2. The screening of applications may include, but is not meant to be limited to, the following:
  - a. A written examination
  - b. A physical abilities assessment
  - c. Interviews at the Department
  - d. Background checks; and/or
  - e. Polygraph tests.
3. The Department shall administer a written test to all Applicants.
4. After interviewing all Applicants, the Department shall select a number of Applicants to forward to the Board for the Board, or the Board's designated representative, to interview.
5. The Board, or the Board's designated representative, shall interview all Applicants forwarded to it by the Department. Upon completion of the interviews, the Board shall create an eligibility list which shall include the following:
  - a. All Applicants the Board is willing to hire upon a vacancy in the Department;
  - b. The date upon which the eligibility list will expire; and
  - c. A ranking of the Applicants in the order in which the Board wishes the applicants to be offered a position with the Department.
6. When a vacancy occurs in the Department, the top ranking Applicant on the Board's eligibility list shall be extended an offer of employment. Said offer of employment is contingent upon:
  - a. The Applicant passing the Candidate Physical Abilities Test (CPAT).

- b. The Applicant passing a physical examination. The physical examination must be administered in accordance with the Indiana Code;
- c. The Applicant passing a psychological examination. The psychological examination must be administered in accordance with the Indiana Code; and
- d. The Applicant's acceptance by Public Employee's Retirement Fund ("PERF").

7. If the Applicant successfully passes all required examinations and is accepted by PERF, the Applicant shall be sworn in as a member of the Department by the Mayor, or the Mayor's designee.

D. Reinstatement. Any member of the Department who resigns their position with the Department voluntarily and as a member in good standing may, upon application for reinstatement, be eligible for reinstatement to the Department by the Board at a later date if the Applicant satisfies the age requirements set out by PERF and Indiana Code 36-8-8, and if there is a vacancy in the department that would not otherwise be required to be filled by a person or persons who qualify for employment preferences.

1. An Applicant for reinstatement shall meet all of the standards for appointment set forth in VII.A.1.
2. An Applicant for reinstatement shall be interviewed by the Chief.
3. After interviewing the Applicant for reinstatement the Chief may recommend the applicant to the Board of Public Safety for reinstatement.
4. The Applicant will be reinstated at the lowest ranking position in the Department.
5. The offer of reinstatement shall be contingent upon the Applicant's satisfaction of the requirements of VII.C.6 and any other requirements of the Board or the Department.
6. If the Applicant successfully passes all required examinations and is accepted by PERF, the Applicant shall be sworn in as a member of the Department by the Mayor, or the Mayor's designee.

## VIII. PROMOTIONS IN THE CITY OF BLOOMINGTON POLICE DEPARTMENT

### A. Applicability

This section applies to the promotion of police officers other than those in upper level policymaking positions as defined in Indiana Code section 36-8-1-12, in accordance with the authority of Indiana Code section 36-8-3-3.

### B. Eligibility

1. The promotion of police officers must be from the active personnel of the Department, as required by Indiana Code section 36-8-4-6(b).
2. Officers promoted to any rank above Officer First Class must have at least two (2) years of continuous service with the Department immediately preceding the promotion, in accordance with Indiana Code section 36-8-4-6(d).
3. No officer may be promoted to a rank unless he or she holds the rank immediately below the promotion rank.

### C. Recommendation and Decision

1. The Chief of Police or his designee(s) shall present recommendations for promotion to the Board. The Chief of Police's recommendation may be based on criteria as determined by the Chief.
2. The decision of the Board shall be final.

## IX. PROMOTIONS IN THE CITY OF BLOOMINGTON FIRE DEPARTMENT

### A. Applicability

This section applies to the promotion of members of the Bloomington Fire Department (hereinafter, "Department") other than those in upper level policymaking positions as defined by Indiana Code 36-8-1-12 and in accordance with Indiana Code 36-8-3-3.

### B. Eligibility

1. The promotion of members of the Department must be from the active personnel of the Department, as required by Indiana Code 36-8-4-6(b).
2. Members promoted to the rank of Chauffeur shall be promoted in accordance with the Bloomington Fire Department Professional Standards and Promotion Guide.
3. Members promoted to the rank of Captain shall be promoted in accordance with the Bloomington Fire Department Professional Standards and Promotion Guide.
4. Members promoted to the rank of Battalion Chief shall be promoted in accordance with the Bloomington Fire Department Professional Standards and Promotion Guide.

### C. Recommendation and Decision

1. The Fire Chief or his designee(s) shall present recommendations for promotion to the Board. The Chief's recommendations may be based on criteria as determined by the Chief.
2. The decision of the Board shall be final.