



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE MAY 14, 2026 MEETING**

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

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

CALL TO ORDER: Mayor Leichty called the meeting to order at 3:59 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the May 7, 2026 Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board member Mike Landis made a motion to approve the minutes as presented. Board member Barb Swartley seconded the motion. The motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda with the addition of agenda item #1.5, *Goshen Fire Department Conditional Offer of Employment Agreement with Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson, and Jackson Hamilton (Exhibit #1)*; item #2.5 *Resolution 2026-15 for Goshen Police Department Structure (Exhibit #2)*; and item #12 *Agreement with M & M Fire Protection and Security for New City Court Location (Exhibit #3)*. Board member Landis made a motion to approve the agenda as amended. Board member Swartley seconded the motion. The motion passed 4-0.

1) Bid Opportunities: Open bids received from contractors for the Century Drive Reconstruction project, read the Base Proposal amount and refer the bids to the Engineering Department for review

On behalf of the Goshen Engineering Department, the City solicited sealed bids from contractors for the Century Drive Reconstruction Project.

This project includes, but is not limited to, the full roadway reconstruction of Century Drive from Kercher Road to College Avenue, including drive approaches, limited storm sewer and drainage improvements, and the addition of sidewalk as an alternate, and other related work as required by the Project specifications and plans included in the Specifications and Contract Documents.

All sealed bids were due by 3:45 p.m. on May 14, 2026 at the Clerk-Treasurer's Office or by 4 p.m. at the Board meeting. The Board was asked to open and announce any bids submitted, read aloud the Base Proposal amount and refer the bids to the Engineering Department for review.

Mayor Leichty asked if there were additional bids to be submitted to the Board. There were no more bids. The Mayor then announced that the following base bids were received:

- Niblock Excavating, Inc., Bristol, IN: \$5,327,197.25, Alternate #1 \$150,353.00 and Alternate #2 \$393,875.00
- Phend & Brown, Inc., Milford, IN: \$5,397,305.00, Alternate #1 \$189,275.00 and Alternate #2 \$515,800.00

Landis/Swartley made a motion to forward the bids to the City Engineering Department for review. The motion passed 4-0.

1.5) Ratification of the Execution of the Goshen Fire Department Conditional Offer of Employment Agreement for Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson, and Jackson Hamilton.

City Attorney Bodie Stegelmann said that agreements were extended to Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson, and Jackson Hamilton on behalf of the Board for a conditional offer of employment agreement, which was entered on March 24, 2026. He recommended that the Board approve the terms and conditions and ratify the execution of the conditional offer of employment agreements.



Landis/Swartley made a motion to accept the employment agreements as presented. For clarification, Mayor Leichty suggested that the motion apply to all six firefighters, after which the oaths and swearing in would take place. City Attorney Bodie Stegelmann therefore clarified the motion and Landis/Swartley proposed the motion again. The motion passed 4-0.

(NOTE: See EXHIBIT #1 to view copies of the agreements.)

2) Fire Department request: Accept the hiring of Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson, and Jackson Hamilton as Probationary Firefighters, effective May 15, 2026

City Fire Chief Anthony Powell formally requested that the following individuals be appointed and sworn in as Probationary Firefighters for the Goshen Fire Department: Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson and Jackson Hamilton.

Chief Powell said each of these individuals has successfully completed the necessary pre-employment requirements for the Goshen Fire Department and to enter the State of Indiana Public Employee Retirement Fund. He asked that their official hiring be approved with an effective date of May 15, 2026.

Chief Powell thanked Board members for their ongoing support of the Goshen Fire Department.

Landis/Swartley made a motion to accept the hiring of Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson, and Jackson Hamilton as Probationary Firefighters, effective May 15, 2026. The motion passed 4-0.

After approval, Mayor Leichty swore in Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson, and Jackson Hamilton as Probationary Firefighters.

2.5) Police Department request: Accept and approve Resolution 2026-15 for the Goshen Police Department
City Attorney Bodie Stegelmann outlined Resolution 2013-P, which was adopted Dec. 30, 2013. That policy provided for the structure of the upper-level policy making position where if the person is resigning or retiring, then the City could have the ability of new leadership, and it suggests to add Paragraph D, and that would allow two people to hold any of those three upper level policy making positions during an interim period, in order to provide continuity of leadership.

Given this, Resolution 2026-15 provides Goshen Police Department Structure, which defines an upper-level policy making position to be the position held by the police chief and each position held by a member of the police department in the next two (2) ranks and pay grades immediately below the police chief if the authorized size of the department is more than fifty (50) members.

Landis/Swartley moved to approve Resolution 2026-15, regarding the Goshen Police Department's structure. The motion passed 4-0.

After approval, Mayor Leichty swore into office Interim Chief of Police Andy Stevenson. Mayor Leichty acknowledged that Police Chief Jose' Miller has some scheduled time away from the office before his official retirement, so this resolution will provide administrative continuity. Mayor Leichty also thanked Chief Miller for his many years of service.

(NOTE: See EXHIBIT #2 to review Resolution #2026-15.)

3) Elkhart County 4H Fair request: Approve street closures and traditional City of Goshen support services for the annual fair parade on Sunday, July 26, 2026

Boyd Smith, director of the Elkhart County 4-H Fair Parade, asked the Board to approve the staging of the 2026 Fair Parade, along with traditional support services from the City. He said the parade is scheduled for July 26, 2026 with no changes to the traditional route.



In a written request, Smith asked the Board to have the City Police Department close streets as they consider appropriate for the staging and running of the parade. He also requested assistance from the City Street Department with street barricades and trash pickup. He noted that that the City has provided these services for over 20 years. Smith also indicated that the staging areas will be Linway Plaza, Kroger Plaza and Rogers Park. Parade registration begins at 10:30 a.m. and the parade will step off promptly at 1:30 p.m.; some units will arrive as early as 9 a.m. Boyd confirmed that the parade plans are the same as in past years. Landis/Swartley moved to approve the staging, street closures and traditional City support services for the 2026 Elkhart County 4-H Fair Parade on July 26, 2026. Motion passed 4-0.

4) Legal Department request: Approve and authorize the Mayor to execute Amendment No. 4 to the Contract for Solid Waste Collection Services with Borden Waste Away Service, LLC

City Attorney Bodie Stegelmann recommended that the Board approve and authorize the Mayor to execute Amendment No. 4 to the Sept. 6, 2022, Contract for Solid Waste Collection Services with Borden Waste Away Service, LLC.

Stegelmann said Amendment 4 clarifies the provisions related to adjustments to the contract rates. Under this amendment, the rates will continue to be adjusted annually based on the percentage change in the Consumer Price Index for the previous calendar year. The rate adjustments will take effect each year on April 1.

Effective April 1, 2026, the contract rates will increase 2.8%.

Landis/Swartley made a motion to approve and authorize the Mayor to execute Amendment No. 4 to the Contract for Solid Waste Collection Services with Borden Waste Away Service, LLC. The motion passed 4-0.

5) Legal Department request: Approve and authorize Mayor Leichty to execute the Renewal Quote with Nearmap US, Inc. to allow the City to renew licenses for certain GIS software

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the Renewal Quote with Nearmap US, Inc. to allow the City to renew licenses for certain GIS software.

The 12-month subscription cost will be \$8,175.

Landis/Swartley made a motion approve and authorize Mayor Leichty to execute the attached Renewal Quote with Nearmap US, Inc. to allow the City to renew licenses for certain GIS software. The motion passed 4-0.

6) Legal Department request: Approve a revised Community Service Partnership agreement with Downtown Goshen, Inc. in the amount of \$26,000 to support the vault repair program and authorize Mayor Leichty to execute the agreement

City Attorney Bodie Stegelmann said the City of Goshen partners with organizations that provide services or programs to Goshen residents more efficiently than the City could provide such services.

Stegelmann said the Board approved an agreement with Downtown Goshen, Inc. to support a vault repair program. The agreement before the Board revises language to improve aspects of the agreement more clearly.

The purpose of this agreement is to enable the City to award funds, in the amount of \$26,000 to the partner to support a Vault Repair Program. The City will also pay to the partner administrative expenses incurred by partner under Section 5.D. upon the presentation of a claim for payment of such expenses if the amount of grants awarded and administrative expenses exceed \$26,000.

The partner will run a Vault Repair Program, the goal of which is to aid building owners who fill underground vaults in downtown buildings that extend into the public right of way and that have been determined to be in poor condition. If left to deteriorate further, these vaults pose a hazard and a public safety threat.

The program will include the following:

- 1) The City will hire contractors to remove the sidewalks, fill the vaults, and replace the sidewalk.



- 2) City and partner intend this program to aid building owners, whose responsibility it is to construct a support wall that will separate a building's basement from the vault area.
- 3) The City will provide partner with a list of properties eligible for aid, based on the condition of each property's vault.
- 4) The City will issue construction permits for each eligible project and will complete all inspections.
- 5) The maximum grant award shall be \$2,000. per vault.

C. Partner shall use the funds exclusively in accordance with the provisions contained in this Agreement, and in conformance with any applicable Indiana Code provisions. Partner shall use the funds received pursuant to this Agreement only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

Landis asked if the amount of \$26,000 was previously approved. Mayor Leichity said that yes and that this was clarification and clean-up of language.

Landis/Swartley made a motion to approve a revised agreement with Downtown Goshen, Inc. in the amount of \$26,000 to support the vault repair program and authorize Mayor Leichity to execute the agreement. The motion passed 4-0.

- 7) **Legal Department request: Approve the Community Service Partnership agreements with: Downtown Goshen, Inc. (Administrative Services for \$5,000); Downtown Goshen, Inc. (Façade Program for \$20,000); and the Economic Development Corporation of Elkhart County (Promote and Support Local Economic Development for \$25,000) to support the work described in each agreement and authorize Mayor Leichity to execute each agreement**

City Attorney Bodie Stegelmann said the City of Goshen has many organizations that provide services or programs to its residents more efficiently than what the City could provide. The City has supported certain such organizations with funds in the past and wishes to continue to do so.

Stegelmann said organizations considered for support are subject to an application process, which includes a detailed description of how these funds will be used. Organizations chosen must account for how the funds were used. The City seeks to enter into agreements with the following:

Organization	Purpose	Grant Amount
Downtown Goshen, Inc.	Administrative Services	\$5,000
Downtown Goshen, Inc.	Façade Program	\$20,000
Economic Development Corp. of Elkhart County	Promote economic develop.	\$25,000

Landis/Swartley made a motion approve the Community Service Partnership agreements with: Downtown Goshen, Inc. (Administrative Services for \$5,000); Downtown Goshen, Inc. (Façade Program for \$20,000); and the Economic Development Corporation of Elkhart County (Promote and Support Local Economic Development for \$25,000) to support the work described in each agreement and authorize Mayor Leichity to execute each agreement. The motion passed 4-0.

- 8) **Engineering Department request: Permit The Topsy Biscuit to install outdoor seating as detailed and in accordance with the requirements contained in the Temporary Outdoor Seating in Public Right-of-way application through Oct. 30, 2026**

City Civil Engineer Brad Minnick told the Board the Topsy Biscuit at 103 N. 5th Street has provided a sufficient Temporary Outdoor Seating in the Public Right-of-way application for 2026.

Minnick said The Topsy Biscuit's outdoor seating 2026 setup is the same as 2025, and the City is unaware of any complaints regarding last year's setup.

The Goshen Engineering Department recommended approval of The Topsy Biscuit's Outdoor Seating in the Public Right-of-way application through Oct. 30, 2026.



Landis said the language provided stated that was the same application as last year, but he wasn't sure that The Topsy Biscuit was actually operating last year (certainly not the entire year).

Minnick could not address that finer point because it predated his arrival in the city.

Mayor Leichy said, "I'm okay if you're okay," implying that the approval process could still proceed.

Landis/Swartley made a motion to permit The Topsy Biscuit to install outdoor seating as detailed and in accordance with the requirements contained in the Temporary Outdoor Seating in Public Right-of-Way application through Oct. 30, 2026. The motion passed 4-0.

9) Engineering Department request: Accept the proposed road closure of Regent Street, from June 1st to June 30th, 2026, to accommodate road construction operations for the Cherry Creek subdivision

City Civil Engineer Brad Minnick said Niblock Excavating, Inc. has requested a road closure on Regent Street, from Weymouth Boulevard to Waterford Mills Parkway, as shown on a provided attached plan sheet.

Minnick said the road closure would begin on Monday, June 1, 2026 and conclude on or before Tuesday, June 30, 2026, weather permitting.

Landis/Swartley made a motion to accept the proposed road closure of Regent Street, from June 1-30, 2026, to accommodate road construction operations for the Cherry Creek subdivision. The motion passed 4-0.

10) Engineering Department request: Notification of Norfolk Southern Railroad track closures starting as early as May 18, 2026 (information only; no action required)

City Civil Engineer Brad Minnick told the Board the City Engineering Department received confirmation of railroad crossings to be closed, along with a schedule update from Norfolk Southern.

Minnick said crews will work on the crossings, starting as early as Monday, May 18, 2026. Each crossing is expected to be closed to traffic over three to four days.

Minnick said Engineering staff members have been in communication with the railroad's safety contractor and Norfolk Southern. Norfolk Southern has assured the City that they will make every effort to limit concurrent railroad closures to three crossings, and ideally no more than two.

Railroad Crossing Closures Expected - Mainline Tracks

Greene Road

Beaver Lane

1st Street

Cottage Avenue

East Monroe Street

This was an information-only item, so there was no Board action.

11) Clerk-Treasurer's request: Approve and execute the agreement with Jeffery L. Weaver for the continued provision of Consulting Services under the terms and conditions specified

Because Clerk-Treasurer Richard Aguirre was away, City Water & Sewer Office Manager Kelly Saenz

presented for the Board's approval and execution an agreement with former Deputy Clerk-Treasurer Jeffery L.

Weaver to continue providing consulting services for the Clerk-Treasurer's Office. This would replace the agreement approved by the Board on Aug. 28, 2025.

Saenz said in exchange for the compensation paid, Weaver would render the following services:

A. Consultation with the Clerk-Treasurer's Office regarding bank reconciliations and related discrepancy resolutions and exception management.

B. Consultation with the Payroll and Utilities Billing Office to resolve interfund transfers and benefits billings.



C. Consultation with the Clerk-Treasurer's Office and Redevelopment Office to define bond fund processes and structures.

Saenz said Weaver would be paid at the rate of \$120 per hour for services rendered to the City. The amount was then clarified as \$125 in later discussion.

According to the agreement, it is understood by the parties that Weaver will work at mutually agreeable hours from May 14, 2026 to Aug. 31, 2026. This agreement may be renewed for an additional three-month period under the same terms and conditions upon written notice of the intent to extend the contractual relationship delivered by City thirty (30) days before the termination of this agreement.

Mayor Leichty asked if there was a cap on the agreement. Saenz said there was none. Board member Landis said that usually there would be a cap.

Mayor Leichty asked if the Board wanted to impose a cap, and proposed a cap of \$10,000, which was similar to a Redevelopment Committee agreement recently passed with similar language on a cap. Board members discussed the imposition of a cap.

Mayor Leichty/Landis made a motion to amend the contract to include a cap on Weaver's payment to \$10,000. The Motion passed 4-0.

Landis/Swartley then made a motion approve and execute the Agreement for Jeffery L. Weaver to continue the provision of Consulting Services under the terms and conditions specified, provided a cap of \$10,000 was specified. The motion passed 4-0.

12) Legal Department request: Approval and execution of an agreement with M & M Fire Protection and Security to allow the City to enter into an agreement for the installation of security equipment for the new City Court location in the Elkhart County Historical Courthouse

City Attorney Bodie Stegelmann said this agreement outlines the total cost for the equipment, installation, and monitoring of security equipment for the new City Court location in the Elkhart County Historic Courthouse. The total cost is \$2,151.15, which includes 12 months of monitoring at \$39.99 per month.

Landis/Swartley made a motion to allow the Mayor to approve and execute the Agreement with M & M Fire Protection and Security, to allow the City to enter into an agreement for the installation and monitoring of security equipment for the new City Court location in the Elkhart County Historical Court House. The motion passed 4-0.

(NOTE: See EXHIBIT #3 to review the agreement with M&M Fire Protection and Security.)

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

Mayor Leichty opened Privilege of the Floor at 4:38 p.m.

City Engineering Project Manager Andrew Lund said that Norfolk Southern notified the City today that its employees will be closing the East College Avenue crossing tomorrow for an urgent repair. The closure should be one day or less.

Fire Department Chief Anthony Powell requested the approval of the annual Memorial Day Parade.

Mayor Leichty added that there are two other ceremonies that are part of the City's recognition. The first ceremony starts at 8:45 a.m. at Powerhouse Park, and the second ceremony begins at 9:00 a.m. at the east side of the Court House Lawn at the Veteran Memorial. And then the third part of the ceremony is the parade that begins at the Police Station and concludes at Oak Ridge Cemetery.



Landis/Swartley made a motion to approve the requests for the Memorial Day ceremonies located at Powerhouse Park (at 8:45 a.m.), at the Veteran Memorial on the east side of the Court House Lawn (9:00 a.m.), and the larger Parade, beginning at the Goshen Police Station and proceeding to Oak Ridge Cemetery (9:30 a.m.). The motion passed 4-0.

At 4:40 p.m., Mayor Leichy closed the public comment period.

ADJOURNMENT

Mayor Leichy made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Landis seconded the motion. The motion passed 4-0.

ADJOURNMENT

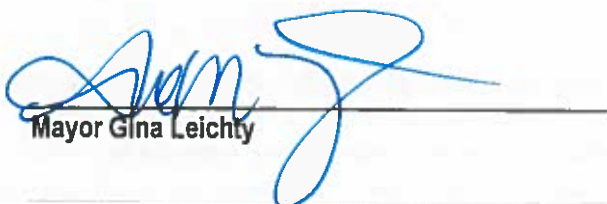
Mayor Leichy adjourned the meeting at 4:41 p.m.

EXHIBIT #1: Goshen Fire Department Conditional Offer of Employment Agreements with Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson, and Jackson Hamilton. There are six (6) agreements for the firefighters being sworn in, with terms and conditions commensurate with a Conditional Offer of Employment.

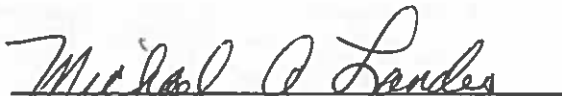
EXHIBIT #2: Resolution 2026-15, Goshen Police Department Structure. This resolution defines an upper-level policy making position to be the position held by the police chief and each position held by a member of the police department in the next two (2) ranks and pay grades immediately below the police chief if the authorized size of the department is more than fifty (50) members.

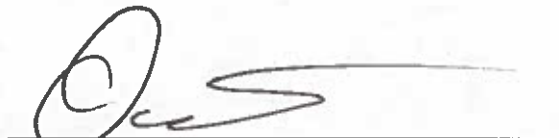
EXHIBIT #3: Agreement with M & M Fire Protection and Security for New City Court Location. This agreement outlines the total cost for the equipment, installation, and monitoring of security equipment for the new City Court location in the Elkhart County Historic Courthouse. The total cost is \$2,151.15, which includes 12 months of monitoring at \$39.99 per month.

APPROVED:


Mayor Gina Leichy




Mike Landis, Member


Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:


Gregory Imbut, Clerk-Treasurer's Office

Exhibit #1



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

May 14, 2026

To: Goshen Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Goshen Fire Department Conditional Offer of Employment Agreement with Malik Tavis Macon

A conditional offer of employment was extended on behalf of the Board of Public Works and Safety to Malik Tavis Macon for employment with the Goshen Fire Department, and a Conditional Offer of Employment Agreement was entered into on March 24, 2026. It is recommended that the Board approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement.

Suggested Motion - Move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Malik Tavis Macon dated March 24, 2026.

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

THIS AGREEMENT is made and entered into effective as of the latter date of the signatures hereon, by and between Malik Tavis Macon ("Macon") and City of Goshen, Indiana ("City").

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Macon employment as a probationary firefighter with the Goshen Fire Department. Macon accepts City's conditional offer of employment. City and Macon understand and agree that the offer of employment is contingent upon the following:

- (1) City may not currently have a personnel vacancy in the Goshen Fire Department rank and file. Macon understands that a personnel vacancy in the rank and file of the Goshen Fire Department may not currently exist. Although the Goshen Fire Department is initiating the baseline statewide physical examination and baseline statewide mental examination, Macon understands that actual employment with the City of Goshen and Goshen Fire Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of firefighters.
- (2) In accordance with Indiana Code § 36-8-3-21(b), Macon understands that Macon must meet the conditions for membership in the Indiana Public Retirement System's (INPRS) 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund) to be a firefighter with the Goshen Fire Department. Macon agrees to complete the INPRS Application for Membership in the 1977 Fund (State Form 4928). All terms, conditions, and understandings set forth in the Application for Membership in the 1977 Fund are incorporated into this agreement by reference. Macon understands that the application requires Macon to authorize the release of medical information, the completion of a comprehensive general medical history, and the completion of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the cost for Macon to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that Macon has certain preexisting condition(s) that would constitute an excludable medical condition (Class 3 medical condition), any reports or additional testing that may be required concerning the preexisting condition(s) shall be at Macon's expense. If additional reports and/or testing are required, Macon may elect to terminate this agreement by providing City notice in writing.
- (4) Macon understands that Macon must successfully pass the baseline statewide physical examination and baseline statewide mental examination. In the event that Macon does not pass the physical and mental examinations, City withdraws this offer of employment, and Macon shall accept City's withdrawal and this agreement shall be terminated.
- (5) Macon understands that the INPRS Board of Trustees must approve Macon's Application for Membership to the 1977 Fund. If the INPRS Board of Trustees approves the Application for Membership to the 1977 Fund, the Goshen Fire Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Macon in a public meeting when a position opening becomes available in the Goshen Fire Department. In the event that the INPRS Board of Trustees does not approve the Application for Membership in the 1977 Fund, and Macon does not appeal the decision, City

withdraws this offer of employment, and Macon shall accept City's withdrawal and this agreement shall be terminated.

- (6) If Macon decides to decline employment with the City of Goshen and Goshen Fire Department prior to the approved hiring in paragraph (5), Macon shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

AGREE TO OBTAIN INDIANA FIREFIGHTER I/II CERTIFICATION

- (1) As a condition of employment with City and the Goshen Fire Department, Macon is required to successfully complete a Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification within eleven (11) months of Macon's first day of employment with the Goshen Fire Department. If Macon is unable to successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification within eleven (11) months of Macon's first day of employment with the Goshen Fire Department due to program scheduling difficulties, then Macon will be given eleven (11) months from the first day of the Firefighter I/II training program to successfully complete the Firefighter I/II training program, pass the certification test and obtain Indiana Firefighter I/II certification.
- (2) Macon agrees to enroll in a Firefighter I/II training program upon commencing employment and/or when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the certification test, and obtain Indiana Firefighter I/II certification. If Macon is currently enrolled in and attending a Firefighter I/II training program prior to commencing employment, Macon agrees to continue to attend and successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification.
- (3) Starting on Macon's first day of employment, City will pay the cost of the Firefighter I/II training program. If Macon is currently enrolled in and attending a Firefighting I/II training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Macon's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Macon for the time to attend the training program. Macon shall have one (1) opportunity to successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification. City will pay the cost for the Firefighter I/II training program, or prorated portion thereof, and for Macon's time to attend the Firefighter I/II training program one (1) time.
- (4) If Macon refuses to attend the Firefighter I/II training program, fails to successfully complete the Firefighter I/II training program, or fails to pass the certification test and obtain Indiana Firefighter I/II certification as required under paragraphs (1) and (2), Macon's employment with City and the Goshen Fire Department will be terminated for cause.

AGREE TO OBTAIN INDIANA PARAMEDIC LICENSE AND SERVE AS A PARAMEDIC

- (1) As a condition of employment with City and the Goshen Fire Department, Macon is required to successfully complete a paramedic training program, pass the license test, obtain an Indiana paramedic license, and serve as an active paramedic with the Goshen Fire Department a minimum of three (3) years.
- (2) Macon agrees to enroll in a paramedic training program when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license. If Macon is currently enrolled in and attending a paramedic training program prior to commencing employment, Macon agrees to continue to attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license.

- (3) Starting on Macon's first day of employment, City will pay the cost of the paramedic training program. If Macon is currently enrolled in and attending a paramedic training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Macon's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Macon for the time to attend class and required clinical sessions. Macon shall schedule all classes and clinical sessions when Macon is scheduled to work to the extent possible. City will pay the cost for the paramedic training program, or prorated portion thereof, and for Macon's time to attend the paramedic training classes and clinical sessions one (1) time. City will not pay for a refresher course or for Macon's time to attend a refresher course unless City does not pay for any of the paramedic training program cost or Macon's time to attend the paramedic training program.
- (4) Macon shall have twenty-four (24) months from the first day of the paramedic class to successfully complete the paramedic training program. Macon agrees to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program.
- (5) If Macon refuses to attend the paramedic training program, fails to successfully complete the paramedic training program within twenty-four (24) months from the first day of the paramedic class, or fails to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program, Macon's employment with City and the Goshen Fire Department will be terminated for cause.
- (6) Except as provided by paragraph (10), if Macon leaves employment with City and the Goshen Fire Department before obtaining an Indiana paramedic license, including termination, Macon agrees to repay City the City's actual cost for Macon to attend the paramedic training program, including the cost of the training program and the time City paid another employee to cover Macon's shift due to Macon's attendance of the paramedic training classes and clinical sessions. In no event shall the reimbursement amount exceed the sum of Fifteen Thousand Dollars (\$15,000).
- (7) Upon receiving an Indiana paramedic license, Macon agrees to serve City and the Goshen Fire Department as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time. Macon agrees to maintain Macon's paramedic license as long as Macon is required to serve City and the Goshen Fire Department as a paramedic.
- (8) Macon agrees to serve City and the Goshen Fire Department as an active paramedic for a minimum of three (3) full years. Except as provided by paragraph (10), if Macon fails to serve City and the Goshen Fire Department as an active paramedic for three (3) full years, including termination, Macon agrees to repay City a prorated portion of Fifteen Thousand Dollars (\$15,000) or City's actual cost for Macon to attend the paramedic training program, whichever is less. The reimbursement amount will be credited at the rate of Five Thousand Dollars (\$5,000) or one-third (1/3) of City's actual cost, whichever is less, for each full year Macon serves City and the Goshen Fire Department as an active paramedic. (Credit will not be given for partial years of service.) If City's actual cost for the paramedic training is less than Fifteen Thousand Dollars (\$15,000), then City and Macon agree to establish in writing City's actual cost for Macon to complete the paramedic training program, including the cost of the training program and the time City paid another employee to cover Macon's shift due to Macon's attendance of the paramedic training classes and clinical sessions.
- (9) Macon's repayment to City is due (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Macon's last day of employment with City and the Goshen Fire Department. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Macon's last day of employment with City and the Goshen Fire Department.
- (10) No repayment will be due City if Macon fails to obtain an Indiana paramedic license and/or fails to serve as an active paramedic for three (3) full years because of disability or illness which make it impractical for

Macon to obtain an Indiana paramedic license and/or to continue to serve as a paramedic in the foreseeable future, or due to death.

AMENDMENT

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

SEVERABILITY

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

INDIANA LAW

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

BINDING EFFECT


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

ENTIRE AGREEMENT


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

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

City of Goshen, Indiana
Goshen Fire Department




Anthony Powell, Fire Chief
or
Phil Schrock, Assistant Fire Chief
Date: 3/24/26



Malik Tavis Macon
Date: 3/24/24

The Goshen Board of Public Works and Safety approves the terms and conditions, and ratifies the execution of this Goshen Fire Department Conditional Offer of Employment Agreement on the date set forth below.



Gina M. Leichty, Mayor
Date: 5/14/26



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

May 14, 2026

To: Goshen Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Goshen Fire Department Conditional Offer of Employment Agreement with Javin Chase Lowe

A conditional offer of employment was extended on behalf of the Board of Public Works and Safety to Javin Chase Lowe for employment with the Goshen Fire Department, and a Conditional Offer of Employment Agreement was entered into on March 23, 2026. It is recommended that the Board approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement.

Suggested Motion - Move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Javin Chase Lowe dated March 23, 2026.

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

THIS AGREEMENT is made and entered into effective as of the latter date of the signatures hereon, by and between Javin Chase Lowe ("Lowe") and City of Goshen, Indiana ("City").

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Lowe employment as a probationary firefighter with the Goshen Fire Department. Lowe accepts City's conditional offer of employment. City and Lowe understand and agree that the offer of employment is contingent upon the following:

- (1) City may not currently have a personnel vacancy in the Goshen Fire Department rank and file. Lowe understands that a personnel vacancy in the rank and file of the Goshen Fire Department may not currently exist. Although the Goshen Fire Department is initiating the baseline statewide physical examination and baseline statewide mental examination, Lowe understands that actual employment with the City of Goshen and Goshen Fire Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of firefighters.
- (2) In accordance with Indiana Code § 36-8-3-21(b), Lowe understands that Lowe must meet the conditions for membership in the Indiana Public Retirement System's (INPRS) 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund) to be a firefighter with the Goshen Fire Department. Lowe agrees to complete the INPRS Application for Membership in the 1977 Fund (State Form 4928). All terms, conditions, and understandings set forth in the Application for Membership in the 1977 Fund are incorporated into this agreement by reference. Lowe understands that the application requires Lowe to authorize the release of medical information, the completion of a comprehensive general medical history, and the completion of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the cost for Lowe to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that Lowe has certain preexisting condition(s) that would constitute an excludable medical condition (Class 3 medical condition), any reports or additional testing that may be required concerning the preexisting condition(s) shall be at Lowe's expense. If additional reports and/or testing are required, Lowe may elect to terminate this agreement by providing City notice in writing.
- (4) Lowe understands that Lowe must successfully pass the baseline statewide physical examination and baseline statewide mental examination. In the event that Lowe does not pass the physical and mental examinations, City withdraws this offer of employment, and Lowe shall accept City's withdrawal and this agreement shall be terminated.
- (5) Lowe understands that the INPRS Board of Trustees must approve Lowe's Application for Membership to the 1977 Fund. If the INPRS Board of Trustees approves the Application for Membership to the 1977 Fund, the Goshen Fire Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Lowe in a public meeting when a position opening becomes available in the Goshen Fire Department. In the event that the INPRS Board of Trustees does not approve the Application for Membership in the 1977 Fund, and Lowe does not appeal the decision, City

withdraws this offer of employment, and Lowe shall accept City's withdrawal and this agreement shall be terminated.

- (6) If Lowe decides to decline employment with the City of Goshen and Goshen Fire Department prior to the approved hiring in paragraph (5), Lowe shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

AGREE TO OBTAIN INDIANA FIREFIGHTER I/II CERTIFICATION

- (1) As a condition of employment with City and the Goshen Fire Department, Lowe is required to successfully complete a Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification within eleven (11) months of Lowe's first day of employment with the Goshen Fire Department. If Lowe is unable to successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification within eleven (11) months of Lowe's first day of employment with the Goshen Fire Department due to program scheduling difficulties, then Lowe will be given eleven (11) months from the first day of the Firefighter I/II training program to successfully complete the Firefighter I/II training program, pass the certification test and obtain Indiana Firefighter I/II certification.
- (2) Lowe agrees to enroll in a Firefighter I/II training program upon commencing employment and/or when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the certification test, and obtain Indiana Firefighter I/II certification. If Lowe is currently enrolled in and attending a Firefighter I/II training program prior to commencing employment, Lowe agrees to continue to attend and successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification.
- (3) Starting on Lowe's first day of employment, City will pay the cost of the Firefighter I/II training program. If Lowe is currently enrolled in and attending a Firefighting I/II training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Lowe's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Lowe for the time to attend the training program. Lowe shall have one (1) opportunity to successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification. City will pay the cost for the Firefighter I/II training program, or prorated portion thereof, and for Lowe's time to attend the Firefighter I/II training program one (1) time.
- (4) If Lowe refuses to attend the Firefighter I/II training program, fails to successfully complete the Firefighter I/II training program, or fails to pass the certification test and obtain Indiana Firefighter I/II certification as required under paragraphs (1) and (2), Lowe's employment with City and the Goshen Fire Department will be terminated for cause.

AGREE TO OBTAIN INDIANA PARAMEDIC LICENSE AND SERVE AS A PARAMEDIC

- (1) As a condition of employment with City and the Goshen Fire Department, Lowe is required to successfully complete a paramedic training program, pass the license test, obtain an Indiana paramedic license, and serve as an active paramedic with the Goshen Fire Department a minimum of three (3) years.
- (2) Lowe agrees to enroll in a paramedic training program when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license. If Lowe is currently enrolled in and attending a paramedic training program prior to commencing employment, Lowe agrees to continue to attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license.

- (3) Starting on Lowe's first day of employment, City will pay the cost of the paramedic training program. If Lowe is currently enrolled in and attending a paramedic training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Lowe's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Lowe for the time to attend class and required clinical sessions. Lowe shall schedule all classes and clinical sessions when Lowe is scheduled to work to the extent possible. City will pay the cost for the paramedic training program, or prorated portion thereof, and for Lowe's time to attend the paramedic training classes and clinical sessions one (1) time. City will not pay for a refresher course or for Lowe's time to attend a refresher course unless City does not pay for any of the paramedic training program cost or Lowe's time to attend the paramedic training program.
- (4) Lowe shall have twenty-four (24) months from the first day of the paramedic class to successfully complete the paramedic training program. Lowe agrees to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program.
- (5) If Lowe refuses to attend the paramedic training program, fails to successfully complete the paramedic training program within twenty-four (24) months from the first day of the paramedic class, or fails to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program, Lowe's employment with City and the Goshen Fire Department will be terminated for cause.
- (6) Except as provided by paragraph (10), if Lowe leaves employment with City and the Goshen Fire Department before obtaining an Indiana paramedic license, including termination, Lowe agrees to repay City the City's actual cost for Lowe to attend the paramedic training program, including the cost of the training program and the time City paid another employee to cover Lowe's shift due to Lowe's attendance of the paramedic training classes and clinical sessions. In no event shall the reimbursement amount exceed the sum of Fifteen Thousand Dollars (\$15,000).
- (7) Upon receiving an Indiana paramedic license, Lowe agrees to serve City and the Goshen Fire Department as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time. Lowe agrees to maintain Lowe's paramedic license as long as Lowe is required to serve City and the Goshen Fire Department as a paramedic.
- (8) Lowe agrees to serve City and the Goshen Fire Department as an active paramedic for a minimum of three (3) full years. Except as provided by paragraph (10), if Lowe fails to serve City and the Goshen Fire Department as an active paramedic for three (3) full years, including termination, Lowe agrees to repay City a prorated portion of Fifteen Thousand Dollars (\$15,000) or City's actual cost for Lowe to attend the paramedic training program, whichever is less. The reimbursement amount will be credited at the rate of Five Thousand Dollars (\$5,000) or one-third (1/3) of City's actual cost, whichever is less, for each full year Lowe serves City and the Goshen Fire Department as an active paramedic. (Credit will not be given for partial years of service.) If City's actual cost for the paramedic training is less than Fifteen Thousand Dollars (\$15,000), then City and Lowe agree to establish in writing City's actual cost for Lowe to complete the paramedic training program, including the cost of the training program and the time City paid another employee to cover Lowe's shift due to Lowe's attendance of the paramedic training classes and clinical sessions.
- (9) Lowe's repayment to City is due (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Lowe's last day of employment with City and the Goshen Fire Department. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Lowe's last day of employment with City and the Goshen Fire Department.
- (10) No repayment will be due City if Lowe fails to obtain an Indiana paramedic license and/or fails to serve as an active paramedic for three (3) full years because of disability or illness which make it impractical for

Lowe to obtain an Indiana paramedic license and/or to continue to serve as a paramedic in the foreseeable future, or due to death.

AMENDMENT

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

SEVERABILITY

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

INDIANA LAW

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

BINDING EFFECT

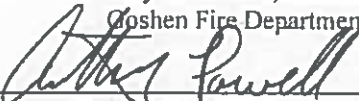
This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

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

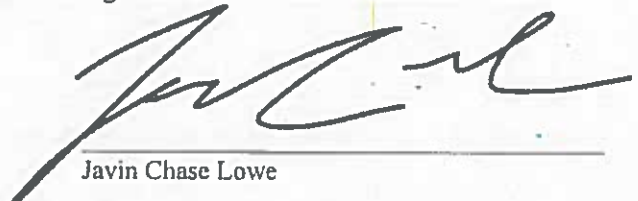
IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

City of Goshen, Indiana
Goshen Fire Department



Anthony Powell, Fire Chief
or
Phil Schrock, Assistant Fire Chief

Date: 3/23/26



Javin Chase Lowe

Date: 03/23/2025

The Goshen Board of Public Works and Safety approves the terms and conditions, and ratifies the execution of this Goshen Fire Department Conditional Offer of Employment Agreement on the date set forth below.



Gina M. Leichty, Mayor

Date: 5/14/26



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

May 14, 2026

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Goshen Fire Department Conditional Offer of Employment Agreement with Eduardo Montoya

A conditional offer of employment was extended on behalf of the Board of Public Works and Safety to Eduardo Montoya for employment with the Goshen Fire Department, and a Conditional Offer of Employment Agreement was entered into on March 23, 2026. It is recommended that the Board approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement.

Suggested Motion - Move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Eduardo Montoya dated March 23, 2026.

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

THIS AGREEMENT is made and entered into effective as of the latter date of the signatures hereon, by and between **Eduardo Montoya** ("Montoya") and **City of Goshen, Indiana** ("City").

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Montoya employment as a probationary firefighter with the Goshen Fire Department. Montoya accepts City's conditional offer of employment. City and Montoya understand and agree that the offer of employment is contingent upon the following:

- (1) City may not currently have a personnel vacancy in the Goshen Fire Department rank and file. Montoya understands that a personnel vacancy in the rank and file of the Goshen Fire Department may not currently exist. Although the Goshen Fire Department is initiating the baseline statewide physical examination and baseline statewide mental examination, Montoya understands that actual employment with the City of Goshen and Goshen Fire Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of firefighters.
- (2) In accordance with Indiana Code § 36-8-3-21(b), Montoya understands that Montoya must meet the conditions for membership in the Indiana Public Retirement System's (INPRS) 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund) to be a firefighter with the Goshen Fire Department. Montoya agrees to complete the INPRS Application for Membership in the 1977 Fund (State Form 4928). All terms, conditions, and understandings set forth in the Application for Membership in the 1977 Fund are incorporated into this agreement by reference. Montoya understands that the application requires Montoya to authorize the release of medical information, the completion of a comprehensive general medical history, and the completion of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the cost for Montoya to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that Montoya has certain preexisting condition(s) that would constitute an excludable medical condition (Class 3 medical condition), any reports or additional testing that may be required concerning the preexisting condition(s) shall be at Montoya's expense. If additional reports and/or testing are required, Montoya may elect to terminate this agreement by providing City notice in writing.
- (4) Montoya understands that Montoya must successfully pass the baseline statewide physical examination and baseline statewide mental examination. In the event that Montoya does not pass the physical and mental examinations, City withdraws this offer of employment, and Montoya shall accept City's withdrawal and this agreement shall be terminated.
- (5) Montoya understands that the INPRS Board of Trustees must approve Montoya's Application for Membership to the 1977 Fund. If the INPRS Board of Trustees approves the Application for Membership to the 1977 Fund, the Goshen Fire Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Montoya in a public meeting when a position opening becomes available in the Goshen Fire Department. In the event that the INPRS Board of Trustees does not approve the Application for Membership in the 1977 Fund, and Montoya does not appeal

the decision, City withdraws this offer of employment, and Montoya shall accept City's withdrawal and this agreement shall be terminated.

- (6) If Montoya decides to decline employment with the City of Goshen and Goshen Fire Department prior to the approved hiring in paragraph (5), Montoya shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

AGREE TO OBTAIN INDIANA FIREFIGHTER I/II CERTIFICATION

- (1) As a condition of employment with City and the Goshen Fire Department, Montoya is required to successfully complete a Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification within eleven (11) months of Montoya's first day of employment with the Goshen Fire Department. If Montoya is unable to successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification within eleven (11) months of Montoya's first day of employment with the Goshen Fire Department due to program scheduling difficulties, then Montoya will be given eleven (11) months from the first day of the Firefighter I/II training program to successfully complete the Firefighter I/II training program, pass the certification test and obtain Indiana Firefighter I/II certification.
- (2) Montoya agrees to enroll in a Firefighter I/II training program upon commencing employment and/or when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the certification test, and obtain Indiana Firefighter I/II certification. If Montoya is currently enrolled in and attending a Firefighter I/II training program prior to commencing employment, Montoya agrees to continue to attend and successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification.
- (3) Starting on Montoya's first day of employment, City will pay the cost of the Firefighter I/II training program. If Montoya is currently enrolled in and attending a Firefighting I/II training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Montoya's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Montoya for the time to attend the training program. Montoya shall have one (1) opportunity to successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification. City will pay the cost for the Firefighter I/II training program, or prorated portion thereof, and for Montoya's time to attend the Firefighter I/II training program one (1) time.
- (4) If Montoya refuses to attend the Firefighter I/II training program, fails to successfully complete the Firefighter I/II training program, or fails to pass the certification test and obtain Indiana Firefighter I/II certification as required under paragraphs (1) and (2), Montoya's employment with City and the Goshen Fire Department will be terminated for cause.

AGREE TO OBTAIN INDIANA BASIC EMT CERTIFICATION

- (1) As a condition of employment with City and the Goshen Fire Department, Montoya is required to successfully complete a Basic EMT training program, pass the certification test, and obtain Indiana Basic EMT certification within eleven (11) months of Montoya's first day of employment with the Goshen Fire Department. If Montoya is unable to successfully complete the Basic EMT training program, pass the certification test, and obtain Indiana Basic EMT certification within eleven (11) months of Montoya's first day of employment with the Goshen Fire Department due to program scheduling difficulties, then Montoya will be given eleven (11) months from the first day of the Basic EMT training program to successfully complete the Basic EMT training program, pass the certification test and obtain Indiana Basic EMT certification.

- (2) Montoya agrees to enroll in a Basic EMT training program upon commencing employment and/or when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the certification test, and obtain Indiana Basic EMT certification. If Montoya is currently enrolled in and attending a Basic EMT training program prior to commencing employment, Montoya agrees to continue to attend and successfully complete the Basic EMT training program, pass the certification test, and obtain Indiana Basic EMT certification.
- (3) Starting on Montoya's first day of employment, City will pay the cost of the Basic EMT training program. If Montoya is currently enrolled in and attending a Basic EMT training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Montoya's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Montoya for the time to attend the training program. Montoya shall have one (1) opportunity to successfully complete the Basic EMT training program, pass the certification test, and obtain Indiana Basic EMT certification. City will pay the cost for the Basic EMT training program, or prorated portion thereof, and for Montoya's time to attend the Basic EMT training program one (1) time.
- (4) If Montoya refuses to attend the Basic EMT training program, fails to successfully complete the Basic EMT training program, or fails to pass the certification test and obtain Indiana Basic EMT certification as required under paragraphs (1) and (2), Montoya's employment with City and the Goshen Fire Department will be terminated for cause.

**AGREE TO OBTAIN INDIANA PARAMEDIC LICENSE
AND SERVE AS A PARAMEDIC**

- (1) As a condition of employment with City and the Goshen Fire Department, Montoya is required to successfully complete a paramedic training program, pass the license test, obtain an Indiana paramedic license, and serve as an active paramedic with the Goshen Fire Department a minimum of three (3) years.
- (2) Montoya agrees to enroll in a paramedic training program when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license. If Montoya is currently enrolled in and attending a paramedic training program prior to commencing employment, Montoya agrees to continue to attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license.
- (3) Starting on Montoya's first day of employment, City will pay the cost of the paramedic training program. If Montoya is currently enrolled in and attending a paramedic training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Montoya's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Montoya for the time to attend class and required clinical sessions. Montoya shall schedule all classes and clinical sessions when Montoya is scheduled to work to the extent possible. City will pay the cost for the paramedic training program, or prorated portion thereof, and for Montoya's time to attend the paramedic training classes and clinical sessions one (1) time. City will not pay for a refresher course or for Montoya's time to attend a refresher course unless City does not pay for any of the paramedic training program cost or Montoya's time to attend the paramedic training program.
- (4) Montoya shall have twenty-four (24) months from the first day of the paramedic class to successfully complete the paramedic training program. Montoya agrees to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program.
- (5) If Montoya refuses to attend the paramedic training program, fails to successfully complete the paramedic training program within twenty-four (24) months from the first day of the paramedic class, or fails to obtain

an Indiana paramedic license within one (1) year after completion of the paramedic training program, Montoya's employment with City and the Goshen Fire Department will be terminated for cause.

- (6) Except as provided by paragraph (10), if Montoya leaves employment with City and the Goshen Fire Department before obtaining an Indiana paramedic license, including termination, Montoya agrees to repay City the City's actual cost for Montoya to attend the paramedic training program, including the cost of the training program and the time City paid another employee to cover Montoya's shift due to Montoya's attendance of the paramedic training classes and clinical sessions. In no event shall the reimbursement amount exceed the sum of Fifteen Thousand Dollars (\$15,000).
- (7) Upon receiving an Indiana paramedic license, Montoya agrees to serve City and the Goshen Fire Department as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time. Montoya agrees to maintain Montoya's paramedic license as long as Montoya is required to serve City and the Goshen Fire Department as a paramedic.
- (8) Montoya agrees to serve City and the Goshen Fire Department as an active paramedic for a minimum of three (3) full years. Except as provided by paragraph (10), if Montoya fails to serve City and the Goshen Fire Department as an active paramedic for three (3) full years, including termination, Montoya agrees to repay City a prorated portion of Fifteen Thousand Dollars (\$15,000) or City's actual cost for Montoya to attend the paramedic training program, whichever is less. The reimbursement amount will be credited at the rate of Five Thousand Dollars (\$5,000) or one-third (1/3) of City's actual cost, whichever is less, for each full year Montoya serves City and the Goshen Fire Department as an active paramedic. (Credit will not be given for partial years of service.) If City's actual cost for the paramedic training is less than Fifteen Thousand Dollars (\$15,000), then City and Montoya agree to establish in writing City's actual cost for Montoya to complete the paramedic training program, including the cost of the training program and the time City paid another employee to cover Montoya's shift due to Montoya's attendance of the paramedic training classes and clinical sessions.
- (9) Montoya's repayment to City is due (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Montoya's last day of employment with City and the Goshen Fire Department. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Montoya's last day of employment with City and the Goshen Fire Department.
- (10) No repayment will be due City if Montoya fails to obtain an Indiana paramedic license and/or fails to serve as an active paramedic for three (3) full years because of disability or illness which make it impractical for Montoya to obtain an Indiana paramedic license and/or to continue to serve as a paramedic in the foreseeable future, or due to death.

AMENDMENT

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

SEVERABILITY

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

INDIANA LAW

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

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

City of Goshen, Indiana
Goshen Fire Department



Anthony Powell, Fire Chief

or

Phil Schrock, Assistant Fire Chief

Date:

3/27/26



Eduardo Montoya

Date: 03-23-2026

The Goshen Board of Public Works and Safety approves the terms and conditions, and ratifies the execution of this Goshen Fire Department Conditional Offer of Employment Agreement on the date set forth below.


Gina M. Leichy, Mayor

Date:

9/14/26



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

May 14, 2026

To: Goshen Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Goshen Fire Department Conditional Offer of Employment Agreement with Brett Thomas Smith

A conditional offer of employment was extended on behalf of the Board of Public Works and Safety to Brett Thomas Smith for employment with the Goshen Fire Department, and a Conditional Offer of Employment Agreement was entered into on April 1, 2026. It is recommended that the Board approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement.

Suggested Motion - Move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Brett Thomas Smith dated April 1, 2026.

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

THIS AGREEMENT is made and entered into effective as of the latter date of the signatures hereon, by and between **Brett Thomas Smith** ("Smith") and **City of Goshen, Indiana** ("City").

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Smith employment as a probationary firefighter with the Goshen Fire Department. Smith accepts City's conditional offer of employment. City and Smith understand and agree that the offer of employment is contingent upon the following:

- (1) City may not currently have a personnel vacancy in the Goshen Fire Department rank and file. Smith understands that a personnel vacancy in the rank and file of the Goshen Fire Department may not currently exist. Although the Goshen Fire Department is initiating the baseline statewide physical examination and baseline statewide mental examination, Smith understands that actual employment with the City of Goshen and Goshen Fire Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of firefighters.
- (2) In accordance with Indiana Code § 36-8-3-21(b), Smith understands that Smith must meet the conditions for membership in the Indiana Public Retirement System's (INPRS) 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund) to be a firefighter with the Goshen Fire Department. Smith agrees to complete the INPRS Application for Membership in the 1977 Fund (State Form 4928). All terms, conditions, and understandings set forth in the Application for Membership in the 1977 Fund are incorporated into this agreement by reference. Smith understands that the application requires Smith to authorize the release of medical information, the completion of a comprehensive general medical history, and the completion of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the cost for Smith to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that Smith has certain preexisting condition(s) that would constitute an excludable medical condition (Class 3 medical condition), any reports or additional testing that may be required concerning the preexisting condition(s) shall be at Smith's expense. If additional reports and/or testing are required, Smith may elect to terminate this agreement by providing City notice in writing.
- (4) Smith understands that Smith must successfully pass the baseline statewide physical examination and baseline statewide mental examination. In the event that Smith does not pass the physical and mental examinations, City withdraws this offer of employment, and Smith shall accept City's withdrawal and this agreement shall be terminated.
- (5) Smith understands that the INPRS Board of Trustees must approve Smith's Application for Membership to the 1977 Fund. If the INPRS Board of Trustees approves the Application for Membership to the 1977 Fund, the Goshen Fire Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Smith in a public meeting when a position opening

becomes available in the Goshen Fire Department. In the event that the INPRS Board of Trustees does not approve the Application for Membership in the 1977 Fund, and Smith does not appeal the decision, City withdraws this offer of employment, and Smith shall accept City's withdrawal and this agreement shall be terminated.

- (6) If Smith decides to decline employment with the City of Goshen and Goshen Fire Department prior to the approved hiring in paragraph (5), Smith shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

**AGREE TO OBTAIN INDIANA PARAMEDIC LICENSE
AND SERVE AS A PARAMEDIC**

- (1) As a condition of employment with City and the Goshen Fire Department, Smith is required to successfully complete a paramedic training program, pass the license test, obtain an Indiana paramedic license, and serve as an active paramedic with the Goshen Fire Department a minimum of three (3) years.
- (2) Smith agrees to enroll in a paramedic training program when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license. If Smith is currently enrolled in and attending a paramedic training program prior to commencing employment, Smith agrees to continue to attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license.
- (3) Starting on Smith's first day of employment, City will pay the cost of the paramedic training program. If Smith is currently enrolled in and attending a paramedic training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Smith's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Smith for the time to attend class and required clinical sessions. Smith shall schedule all classes and clinical sessions when Smith is scheduled to work to the extent possible. City will pay the cost for the paramedic training program, or prorated portion thereof, and for Smith's time to attend the paramedic training classes and clinical sessions one (1) time. City will not pay for a refresher course or for Smith's time to attend a refresher course unless City does not pay for any of the paramedic training program cost or Smith's time to attend the paramedic training program.
- (4) Smith shall have twenty-four (24) months from the first day of the paramedic class to successfully complete the paramedic training program. Smith agrees to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program.
- (5) If Smith refuses to attend the paramedic training program, fails to successfully complete the paramedic training program within twenty-four (24) months from the first day of the paramedic class, or fails to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program, Smith's employment with City and the Goshen Fire Department will be terminated for cause.
- (6) Except as provided by paragraph (10), if Smith leaves employment with City and the Goshen Fire Department before obtaining an Indiana paramedic license, including termination, Smith agrees to repay City the City's actual cost for Smith to attend the paramedic training program, including the cost of the training program and the time City paid another employee to cover Smith's shift due to Smith's attendance of the paramedic training classes and clinical sessions. In no event shall the reimbursement amount exceed the sum of Fifteen Thousand Dollars (\$15,000).
- (7) Upon receiving an Indiana paramedic license, Smith agrees to serve City and the Goshen Fire Department as an active paramedic in accordance with the requirements set forth in the contract between the City of

Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time. Smith agrees to maintain Smith's paramedic license as long as Smith is required to serve City and the Goshen Fire Department as a paramedic.

- (8) Smith agrees to serve City and the Goshen Fire Department as an active paramedic for a minimum of three (3) full years. Except as provided by paragraph (10), if Smith fails to serve City and the Goshen Fire Department as an active paramedic for three (3) full years, including termination, Smith agrees to repay City a prorated portion of Fifteen Thousand Dollars (\$15,000) or City's actual cost for Smith to attend the paramedic training program, whichever is less. The reimbursement amount will be credited at the rate of Five Thousand Dollars (\$5,000) or one-third (1/3) of City's actual cost, whichever is less, for each full year Smith serves City and the Goshen Fire Department as an active paramedic. (Credit will not be given for partial years of service.) If City's actual cost for the paramedic training is less than Fifteen Thousand Dollars (\$15,000), then City and Smith agree to establish in writing City's actual cost for Smith to complete the paramedic training program, including the cost of the training program and the time City paid another employee to cover Smith's shift due to Smith's attendance of the paramedic training classes and clinical sessions.
- (9) Smith's repayment to City is due (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Smith's last day of employment with City and the Goshen Fire Department. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Smith's last day of employment with City and the Goshen Fire Department.
- (10) No repayment will be due City if Smith fails to obtain an Indiana paramedic license and/or fails to serve as an active paramedic for three (3) full years because of disability or illness which make it impractical for Smith to obtain an Indiana paramedic license and/or to continue to serve as a paramedic in the foreseeable future, or due to death.

AMENDMENT

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

SEVERABILITY

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

INDIANA LAW

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

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

City of Goshen, Indiana
Goshen Fire Department



Anthony Powell, Fire Chief
or
Phil Schrock, Assistant Fire Chief

Date: 4/1/26



Brett Thomas Smith

Date: 4/1/26

The Goshen Board of Public Works and Safety approves the terms and conditions, and ratifies the execution of this Goshen Fire Department Conditional Offer of Employment Agreement on the date set forth below.



Gina M. Leichty, Mayor

Date: 5/14/26



CITY OF GOSHEN LEGAL DEPARTMENT

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www.goshenindiana.org

May 14, 2026

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Goshen Fire Department Conditional Offer of Employment Agreement with Christopher Ryan Anderson

A conditional offer of employment was extended on behalf of the Board of Public Works and Safety to Christopher Ryan Anderson for employment with the Goshen Fire Department, and a Conditional Offer of Employment Agreement was entered into on March 23, 2026. It is recommended that the Board approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement.

Suggested Motion - Move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Christopher Ryan Anderson dated March 23, 2026.

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

THIS AGREEMENT is made and entered into effective as of the latter date of the signatures hereon, by and between **Christopher Ryan Anderson** ("Anderson") and **City of Goshen, Indiana** ("City").

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Anderson employment as a probationary firefighter with the Goshen Fire Department. Anderson accepts City's conditional offer of employment. City and Anderson understand and agree that the offer of employment is contingent upon the following:

- (1) City may not currently have a personnel vacancy in the Goshen Fire Department rank and file. Anderson understands that a personnel vacancy in the rank and file of the Goshen Fire Department may not currently exist. Although the Goshen Fire Department is initiating the baseline statewide physical examination and baseline statewide mental examination, Anderson understands that actual employment with the City of Goshen and Goshen Fire Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of firefighters.
- (2) In accordance with Indiana Code § 36-8-3-21(b), Anderson understands that Anderson must meet the conditions for membership in the Indiana Public Retirement System's (INPRS) 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund) to be a firefighter with the Goshen Fire Department. Anderson agrees to complete the INPRS Application for Membership in the 1977 Fund (State Form 4928). All terms, conditions, and understandings set forth in the Application for Membership in the 1977 Fund are incorporated into this agreement by reference. Anderson understands that the application requires Anderson to authorize the release of medical information, the completion of a comprehensive general medical history, and the completion of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the cost for Anderson to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that Anderson has certain preexisting condition(s) that would constitute an excludable medical condition (Class 3 medical condition), any reports or additional testing that may be required concerning the preexisting condition(s) shall be at Anderson's expense. If additional reports and/or testing are required, Anderson may elect to terminate this agreement by providing City notice in writing.
- (4) Anderson understands that Anderson must successfully pass the baseline statewide physical examination and baseline statewide mental examination. In the event that Anderson does not pass the physical and mental examinations, City withdraws this offer of employment, and Anderson shall accept City's withdrawal and this agreement shall be terminated.
- (5) Anderson understands that the INPRS Board of Trustees must approve Anderson's Application for Membership to the 1977 Fund. If the INPRS Board of Trustees approves the Application for Membership to the 1977 Fund, the Goshen Fire Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Anderson in a public meeting when a position opening becomes available in the Goshen Fire Department. In the event that the INPRS Board of Trustees does not approve the Application for Membership in the 1977 Fund, and Anderson does not appeal

the decision, City withdraws this offer of employment, and Anderson shall accept City's withdrawal and this agreement shall be terminated.

- (6) If Anderson decides to decline employment with the City of Goshen and Goshen Fire Department prior to the approved hiring in paragraph (5), Anderson shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

AGREE TO OBTAIN INDIANA FIREFIGHTER I/II CERTIFICATION

- (1) As a condition of employment with City and the Goshen Fire Department, Anderson is required to successfully complete a Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification within eleven (11) months of Anderson's first day of employment with the Goshen Fire Department. If Anderson is unable to successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification within eleven (11) months of Anderson's first day of employment with the Goshen Fire Department due to program scheduling difficulties, then Anderson will be given eleven (11) months from the first day of the Firefighter I/II training program to successfully complete the Firefighter I/II training program, pass the certification test and obtain Indiana Firefighter I/II certification.
- (2) Anderson agrees to enroll in a Firefighter I/II training program upon commencing employment and/or when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the certification test, and obtain Indiana Firefighter I/II certification. If Anderson is currently enrolled in and attending a Firefighter I/II training program prior to commencing employment, Anderson agrees to continue to attend and successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification.
- (3) Starting on Anderson's first day of employment, City will pay the cost of the Firefighter I/II training program. If Anderson is currently enrolled in and attending a Firefighting I/II training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Anderson's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Anderson for the time to attend the training program. Anderson shall have one (1) opportunity to successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification. City will pay the cost for the Firefighter I/II training program, or prorated portion thereof, and for Anderson's time to attend the Firefighter I/II training program one (1) time.
- (4) If Anderson refuses to attend the Firefighter I/II training program, fails to successfully complete the Firefighter I/II training program, or fails to pass the certification test and obtain Indiana Firefighter I/II certification as required under paragraphs (1) and (2), Anderson's employment with City and the Goshen Fire Department will be terminated for cause.

AGREE TO OBTAIN INDIANA BASIC EMT CERTIFICATION

- (1) As a condition of employment with City and the Goshen Fire Department, Anderson is required to successfully complete a Basic EMT training program, pass the certification test, and obtain Indiana Basic EMT certification within eleven (11) months of Anderson's first day of employment with the Goshen Fire Department. If Anderson is unable to successfully complete the Basic EMT training program, pass the certification test, and obtain Indiana Basic EMT certification within eleven (11) months of Anderson's first day of employment with the Goshen Fire Department due to program scheduling difficulties, then Anderson will be given eleven (11) months from the first day of the Basic EMT training program to successfully complete the Basic EMT training program, pass the certification test and obtain Indiana Basic EMT certification.

- (2) Anderson agrees to enroll in a Basic EMT training program upon commencing employment and/or when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the certification test, and obtain Indiana Basic EMT certification. If Anderson is currently enrolled in and attending a Basic EMT training program prior to commencing employment, Anderson agrees to continue to attend and successfully complete the Basic EMT training program, pass the certification test, and obtain Indiana Basic EMT certification.
- (3) Starting on Anderson's first day of employment, City will pay the cost of the Basic EMT training program. If Anderson is currently enrolled in and attending a Basic EMT training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Anderson's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Anderson for the time to attend the training program. Anderson shall have one (1) opportunity to successfully complete the Basic EMT training program, pass the certification test, and obtain Indiana Basic EMT certification. City will pay the cost for the Basic EMT training program, or prorated portion thereof, and for Anderson's time to attend the Basic EMT training program one (1) time.
- (4) If Anderson refuses to attend the Basic EMT training program, fails to successfully complete the Basic EMT training program, or fails to pass the certification test and obtain Indiana Basic EMT certification as required under paragraphs (1) and (2), Anderson's employment with City and the Goshen Fire Department will be terminated for cause.

**AGREE TO OBTAIN INDIANA PARAMEDIC LICENSE
AND SERVE AS A PARAMEDIC**

- (1) As a condition of employment with City and the Goshen Fire Department, Anderson is required to successfully complete a paramedic training program, pass the license test, obtain an Indiana paramedic license, and serve as an active paramedic with the Goshen Fire Department a minimum of three (3) years.
- (2) Anderson agrees to enroll in a paramedic training program when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license. If Anderson is currently enrolled in and attending a paramedic training program prior to commencing employment, Anderson agrees to continue to attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license.
- (3) Starting on Anderson's first day of employment, City will pay the cost of the paramedic training program. If Anderson is currently enrolled in and attending a paramedic training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Anderson's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Anderson for the time to attend class and required clinical sessions. Anderson shall schedule all classes and clinical sessions when Anderson is scheduled to work to the extent possible. City will pay the cost for the paramedic training program, or prorated portion thereof, and for Anderson's time to attend the paramedic training classes and clinical sessions one (1) time. City will not pay for a refresher course or for Anderson's time to attend a refresher course unless City does not pay for any of the paramedic training program cost or Anderson's time to attend the paramedic training program.
- (4) Anderson shall have twenty-four (24) months from the first day of the paramedic class to successfully complete the paramedic training program. Anderson agrees to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program.
- (5) If Anderson refuses to attend the paramedic training program, fails to successfully complete the paramedic training program within twenty-four (24) months from the first day of the paramedic class, or fails to obtain

an Indiana paramedic license within one (1) year after completion of the paramedic training program, Anderson's employment with City and the Goshen Fire Department will be terminated for cause.

- (6) Except as provided by paragraph (10), if Anderson leaves employment with City and the Goshen Fire Department before obtaining an Indiana paramedic license, including termination, Anderson agrees to repay City the City's actual cost for Anderson to attend the paramedic training program, including the cost of the training program and the time City paid another employee to cover Anderson's shift due to Anderson's attendance of the paramedic training classes and clinical sessions. In no event shall the reimbursement amount exceed the sum of Fifteen Thousand Dollars (\$15,000).
- (7) Upon receiving an Indiana paramedic license, Anderson agrees to serve City and the Goshen Fire Department as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time. Anderson agrees to maintain Anderson's paramedic license as long as Anderson is required to serve City and the Goshen Fire Department as a paramedic.
- (8) Anderson agrees to serve City and the Goshen Fire Department as an active paramedic for a minimum of three (3) full years. Except as provided by paragraph (10), if Anderson fails to serve City and the Goshen Fire Department as an active paramedic for three (3) full years, including termination, Anderson agrees to repay City a prorated portion of Fifteen Thousand Dollars (\$15,000) or City's actual cost for Anderson to attend the paramedic training program, whichever is less. The reimbursement amount will be credited at the rate of Five Thousand Dollars (\$5,000) or one-third (1/3) of City's actual cost, whichever is less, for each full year Anderson serves City and the Goshen Fire Department as an active paramedic. (Credit will not be given for partial years of service.) If City's actual cost for the paramedic training is less than Fifteen Thousand Dollars (\$15,000), then City and Anderson agree to establish in writing City's actual cost for Anderson to complete the paramedic training program, including the cost of the training program and the time City paid another employee to cover Anderson's shift due to Anderson's attendance of the paramedic training classes and clinical sessions.
- (9) Anderson's repayment to City is due (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Anderson's last day of employment with City and the Goshen Fire Department. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Anderson's last day of employment with City and the Goshen Fire Department.
- (10) No repayment will be due City if Anderson fails to obtain an Indiana paramedic license and/or fails to serve as an active paramedic for three (3) full years because of disability or illness which make it impractical for Anderson to obtain an Indiana paramedic license and/or to continue to serve as a paramedic in the foreseeable future, or due to death.

AMENDMENT

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

SEVERABILITY

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

INDIANA LAW

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

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

City of Goshen, Indiana
Goshen Fire Department



Anthony Pouch, Fire Chief

or
Phil Schrock, Assistant Fire Chief

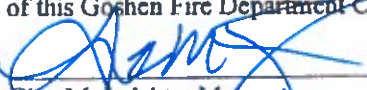
Date: 3/23/26



Christopher Ryan Anderson

Date: 3/23/2026

The Goshen Board of Public Works and Safety approves the terms and conditions, and ratifies the execution of this Goshen Fire Department Conditional Offer of Employment Agreement on the date set forth below.



Gina M. Leichty, Mayor

Date: 5/14/26



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

May 14, 2026

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Goshen Fire Department Conditional Offer of Employment Agreement with Jackson Garrett Hamilton

A conditional offer of employment was extended on behalf of the Board of Public Works and Safety to Jackson Garrett Hamilton for employment with the Goshen Fire Department, and a Conditional Offer of Employment Agreement was entered into on March 28, 2026. It is recommended that the Board approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement.

Suggested Motion - Move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Jackson Garrett Hamilton dated March 28, 2026.

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

THIS AGREEMENT is made and entered into effective as of the latter date of the signatures hereon, by and between Jackson Garrett Hamilton ("Hamilton") and City of Goshen, Indiana ("City").

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Hamilton employment as a probationary firefighter with the Goshen Fire Department. Hamilton accepts City's conditional offer of employment. City and Hamilton understand and agree that the offer of employment is contingent upon the following:

- (1) City may not currently have a personnel vacancy in the Goshen Fire Department rank and file. Hamilton understands that a personnel vacancy in the rank and file of the Goshen Fire Department may not currently exist. Although the Goshen Fire Department is initiating the baseline statewide physical examination and baseline statewide mental examination, Hamilton understands that actual employment with the City of Goshen and Goshen Fire Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of firefighters.
- (2) In accordance with Indiana Code § 36-8-3-21(b), Hamilton understands that Hamilton must meet the conditions for membership in the Indiana Public Retirement System's (INPRS) 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund) to be a firefighter with the Goshen Fire Department. Hamilton agrees to complete the INPRS Application for Membership in the 1977 Fund (State Form 4928). All terms, conditions, and understandings set forth in the Application for Membership in the 1977 Fund are incorporated into this agreement by reference. Hamilton understands that the application requires Hamilton to authorize the release of medical information, the completion of a comprehensive general medical history, and the completion of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the cost for Hamilton to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that Hamilton has certain preexisting condition(s) that would constitute an excludable medical condition (Class 3 medical condition), any reports or additional testing that may be required concerning the preexisting condition(s) shall be at Hamilton's expense. If additional reports and/or testing are required, Hamilton may elect to terminate this agreement by providing City notice in writing.
- (4) Hamilton understands that Hamilton must successfully pass the baseline statewide physical examination and baseline statewide mental examination. In the event that Hamilton does not pass the physical and mental examinations, City withdraws this offer of employment, and Hamilton shall accept City's withdrawal and this agreement shall be terminated.
- (5) Hamilton understands that the INPRS Board of Trustees must approve Hamilton's Application for Membership to the 1977 Fund. If the INPRS Board of Trustees approves the Application for Membership to the 1977 Fund, the Goshen Fire Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Hamilton in a public meeting when a position opening becomes available in the Goshen Fire Department. In the event that the INPRS Board of Trustees does not approve the Application for Membership in the 1977 Fund, and Hamilton does not appeal

the decision, City withdraws this offer of employment, and Hamilton shall accept City's withdrawal and this agreement shall be terminated.

- (6) If Hamilton decides to decline employment with the City of Goshen and Goshen Fire Department prior to the approved hiring in paragraph (5), Hamilton shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

AGREE TO OBTAIN INDIANA FIREFIGHTER I/II CERTIFICATION

- (1) As a condition of employment with City and the Goshen Fire Department, Hamilton is required to successfully complete a Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification within eleven (11) months of Hamilton's first day of employment with the Goshen Fire Department. If Hamilton is unable to successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification within eleven (11) months of Hamilton's first day of employment with the Goshen Fire Department due to program scheduling difficulties, then Hamilton will be given eleven (11) months from the first day of the Firefighter I/II training program to successfully complete the Firefighter I/II training program, pass the certification test and obtain Indiana Firefighter I/II certification.
- (2) Hamilton agrees to enroll in a Firefighter I/II training program upon commencing employment and/or when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the certification test, and obtain Indiana Firefighter I/II certification. If Hamilton is currently enrolled in and attending a Firefighter I/II training program prior to commencing employment, Hamilton agrees to continue to attend and successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification.
- (3) Starting on Hamilton's first day of employment, City will pay the cost of the Firefighter I/II training program. If Hamilton is currently enrolled in and attending a Firefighting I/II training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Hamilton's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Hamilton for the time to attend the training program. Hamilton shall have one (1) opportunity to successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification. City will pay the cost for the Firefighter I/II training program, or prorated portion thereof, and for Hamilton's time to attend the Firefighter I/II training program one (1) time.
- (4) If Hamilton refuses to attend the Firefighter I/II training program, fails to successfully complete the Firefighter I/II training program, or fails to pass the certification test and obtain Indiana Firefighter I/II certification as required under paragraphs (1) and (2), Hamilton's employment with City and the Goshen Fire Department will be terminated for cause.

AGREE TO OBTAIN INDIANA BASIC EMT CERTIFICATION

- (1) As a condition of employment with City and the Goshen Fire Department, Hamilton is required to successfully complete a Basic EMT training program, pass the certification test, and obtain Indiana Basic EMT certification within eleven (11) months of Hamilton's first day of employment with the Goshen Fire Department. If Hamilton is unable to successfully complete the Basic EMT training program, pass the certification test, and obtain Indiana Basic EMT certification within eleven (11) months of Hamilton's first day of employment with the Goshen Fire Department due to program scheduling difficulties, then Hamilton will be given eleven (11) months from the first day of the Basic EMT training program to successfully complete the Basic EMT training program, pass the certification test and obtain Indiana Basic EMT certification.

- (2) Hamilton agrees to enroll in a Basic EMT training program upon commencing employment and/or when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the certification test, and obtain Indiana Basic EMT certification. If Hamilton is currently enrolled in and attending a Basic EMT training program prior to commencing employment, Hamilton agrees to continue to attend and successfully complete the Basic EMT training program, pass the certification test, and obtain Indiana Basic EMT certification.
- (3) Starting on Hamilton's first day of employment, City will pay the cost of the Basic EMT training program. If Hamilton is currently enrolled in and attending a Basic EMT training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Hamilton's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Hamilton for the time to attend the training program. Hamilton shall have one (1) opportunity to successfully complete the Basic EMT training program, pass the certification test, and obtain Indiana Basic EMT certification. City will pay the cost for the Basic EMT training program, or prorated portion thereof, and for Hamilton's time to attend the Basic EMT training program one (1) time.
- (4) If Hamilton refuses to attend the Basic EMT training program, fails to successfully complete the Basic EMT training program, or fails to pass the certification test and obtain Indiana Basic EMT certification as required under paragraphs (1) and (2), Hamilton's employment with City and the Goshen Fire Department will be terminated for cause.

**AGREE TO OBTAIN INDIANA PARAMEDIC LICENSE
AND SERVE AS A PARAMEDIC**

- (1) As a condition of employment with City and the Goshen Fire Department, Hamilton is required to successfully complete a paramedic training program, pass the license test, obtain an Indiana paramedic license, and serve as an active paramedic with the Goshen Fire Department a minimum of three (3) years.
- (2) Hamilton agrees to enroll in a paramedic training program when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license. If Hamilton is currently enrolled in and attending a paramedic training program prior to commencing employment, Hamilton agrees to continue to attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license.
- (3) Starting on Hamilton's first day of employment, City will pay the cost of the paramedic training program. If Hamilton is currently enrolled in and attending a paramedic training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Hamilton's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Hamilton for the time to attend class and required clinical sessions. Hamilton shall schedule all classes and clinical sessions when Hamilton is scheduled to work to the extent possible. City will pay the cost for the paramedic training program, or prorated portion thereof, and for Hamilton's time to attend the paramedic training classes and clinical sessions one (1) time. City will not pay for a refresher course or for Hamilton's time to attend a refresher course unless City does not pay for any of the paramedic training program cost or Hamilton's time to attend the paramedic training program.
- (4) Hamilton shall have twenty-four (24) months from the first day of the paramedic class to successfully complete the paramedic training program. Hamilton agrees to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program.
- (5) If Hamilton refuses to attend the paramedic training program, fails to successfully complete the paramedic training program within twenty-four (24) months from the first day of the paramedic class, or fails to obtain

an Indiana paramedic license within one (1) year after completion of the paramedic training program, Hamilton's employment with City and the Goshen Fire Department will be terminated for cause.

- (6) Except as provided by paragraph (10), if Hamilton leaves employment with City and the Goshen Fire Department before obtaining an Indiana paramedic license, including termination, Hamilton agrees to repay City the City's actual cost for Hamilton to attend the paramedic training program, including the cost of the training program and the time City paid another employee to cover Hamilton's shift due to Hamilton's attendance of the paramedic training classes and clinical sessions. In no event shall the reimbursement amount exceed the sum of Fifteen Thousand Dollars (\$15,000).
- (7) Upon receiving an Indiana paramedic license, Hamilton agrees to serve City and the Goshen Fire Department as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time. Hamilton agrees to maintain Hamilton's paramedic license as long as Hamilton is required to serve City and the Goshen Fire Department as a paramedic.
- (8) Hamilton agrees to serve City and the Goshen Fire Department as an active paramedic for a minimum of three (3) full years. Except as provided by paragraph (10), if Hamilton fails to serve City and the Goshen Fire Department as an active paramedic for three (3) full years, including termination, Hamilton agrees to repay City a prorated portion of Fifteen Thousand Dollars (\$15,000) or City's actual cost for Hamilton to attend the paramedic training program, whichever is less. The reimbursement amount will be credited at the rate of Five Thousand Dollars (\$5,000) or one-third (1/3) of City's actual cost, whichever is less, for each full year Hamilton serves City and the Goshen Fire Department as an active paramedic. (Credit will not be given for partial years of service.) If City's actual cost for the paramedic training is less than Fifteen Thousand Dollars (\$15,000), then City and Hamilton agree to establish in writing City's actual cost for Hamilton to complete the paramedic training program, including the cost of the training program and the time City paid another employee to cover Hamilton's shift due to Hamilton's attendance of the paramedic training classes and clinical sessions.
- (9) Hamilton's repayment to City is due (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Hamilton's last day of employment with City and the Goshen Fire Department. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Hamilton's last day of employment with City and the Goshen Fire Department.
- (10) No repayment will be due City if Hamilton fails to obtain an Indiana paramedic license and/or fails to serve as an active paramedic for three (3) full years because of disability or illness which make it impractical for Hamilton to obtain an Indiana paramedic license and/or to continue to serve as a paramedic in the foreseeable future, or due to death.

AMENDMENT

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

SEVERABILITY

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

INDIANA LAW

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

BINDING EFFECT


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

ENTIRE AGREEMENT


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

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

City of Goshen, Indiana
Goshen Fire Department

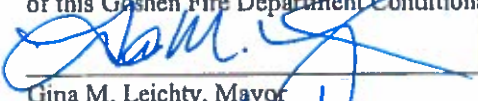


Anthony Powell, Fire Chief
or
Phil Schrock, Assistant Fire Chief
Date: 3/28/26



Jackson Garrett Hamilton
Date: 3/28/2026

The Goshen Board of Public Works and Safety approves the terms and conditions, and ratifies the execution of this Goshen Fire Department Conditional Offer of Employment Agreement on the date set forth below.



Gina M. Leichy, Mayor
Date: 5/19/26

Exhibit #2

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2026-15**

GOSHEN POLICE DEPARTMENT STRUCTURE

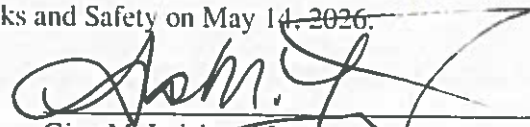
WHEREAS Indiana Code § 36-8-1-12 defines an upper level policy making position to be the position held by the police chief and each position held by a member of the police department in the next two (2) ranks and pay grades immediately below the police chief if the authorized size of the department is more than fifty (50) members.

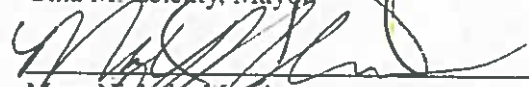
WHEREAS the authorized size of the Goshen Police Department is more than fifty (50) members.

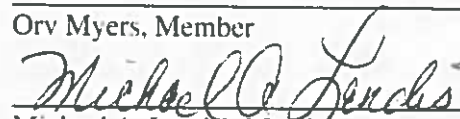
NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

- (A) The Goshen Police Department shall consist of the following three (3) levels of upper level policy making positions:
 - (1) Police Chief (one (1) employee)
 - (2) Assistant Police Chief (one (1) employee)
 - (3) Division Chief (two (2) employees)
- (B) Each of the three (3) levels shall be considered a separate rank and pay grade, and the employees filling the position or positions within each level shall receive the salary established by ordinance for the respective upper level policy making position.
- (C) All upper level policy making positions shall be appointed by the Mayor in accordance with Indiana statutes, as may be amended from time to time.
- (D) In the event a person holding an upper level policy making position gives notice of the person's retirement or resignation from their position, two (2) persons may hold a certain upper level policy making position simultaneously (e.g. the current person holding the position and the incoming person holding the position) to allow for training and continuity of leadership.
- (E) All polices and parts of policies inconsistent or in conflict with the terms of this Resolution are repealed to the extent of the inconsistency or conflict. This Resolution repeals and replaces Resolution 2013-P adopted December 30, 2013.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on May 14, 2026.


Gina M. Leichty, Mayor


Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

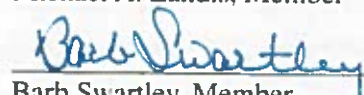

Barb Swartley, Member

Exhibit #3



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshen.in.gov

May 14, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with M&M Fire Protection and Security for New City Court Location

It is recommended that the Board approve and authorize Mayor Leichy to execute the attached Agreement with M&M Fire Protection and Security to allow the City to enter into an agreement for the installation and monitoring of security equipment for the new City Court location in the Elkhart County Historic Courthouse.

The total cost for the equipment, installation and monitoring will be Two Thousand One Hundred Fifty-One Dollars and 15/100 (\$2,151.15), which includes 12 months of monitoring at \$39.99/month.

Suggested Motion:

Approve and authorize Mayor Leichy to execute the attached Agreement with M&M Fire Protection and Security to allow the City to enter into an agreement for the installation and monitoring of security equipment for the new City Court location in the Elkhart County Historic Courthouse.

**AGREEMENT WITH M&M FIRE PROTECTION AND SECURITY
FOR INSTALLATION & MONITORING OF EQUIPMENT
FOR THE NEW GOSHEN CITY COURT LOCATION**

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **M&M Fire Protection and Security** ("Contractor"), whose mailing address is 2020 Elkhart Road, Suite E, Goshen, IN 46526, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in Contractor's Proposal dated May 7, 2026, which is attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor's Proposal.

Section 2. Scope of Services

Contractor shall provide City the services for the installation and monitoring of security equipment for new City Court location in the Historic Elkhart County Courthouse, which services are more particularly described in Contractor's May 7, 2026, proposal attached as Exhibit A (hereinafter referred to as "Duties"). In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving approval from Building & Grounds Department.

Section 4. Compensation

City agrees to compensate Contractor the sum of Two Thousand One Hundred Fifty-One and 15/100 Dollars (\$2,151.15) for performing all Duties, which include equipment, installation and monitoring for 12-months at \$39.99/month.

Section 5. Payment

- (A) City shall pay Contractor for Duties satisfactorily completed under this agreement.
- (B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Buildings and Grounds Department
524 East Jackson Street
Goshen, IN 46526
Email is also acceptable at jeffhalsey@goshencity.com

- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 6. Licensing/Certification Standards

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

Section 7. Warranty

Contractor agrees to assist City with all warranty issues related to products/equipment installed by Contractor.

Section 8. Independent Contractor

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
 - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (5) Excess Umbrella Coverage - \$4,000,000 each occurrence

Section 15. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is

prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 16. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 17. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 18. Notice

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

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

Contractor: M&M Fire Protection & Security
Attention: Rod Rupp
2020 Elkhart Road, Suite E
Goshen, IN 46526

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

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

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

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

M&M Fire Protection & Security

Gina M. Leichty, Mayor

Rod Rupp

Date Signed: _____

Title: _____

Date Signed: _____



05-07-2026

City of Goshen - New ~~Courthouse~~ City Court
~~1905 Reliance Road~~ 101 N. Main Street
 Goshen, IN 46526
 Attn: Jeff Halsey
 Phone: 574-206-3111
 Email: jeffhalsey@goshencity.com

Service Location

City of Goshen - New ~~Courthouse~~ City Court
 101 N Main St
 Goshen, IN 46526

Scope of Work: Install all in one Touch panel security system with integrated radio to be mounted in the wall in the old historic courthouse basement at 101 N Main Street. The Wireless Panic Buttons will be mounted at the direction of the customer. We will train the user on the small system and provide 1 year of warranty on part and labor. The Solution is NDAA and TAA Compliant and is not proprietary.

30-60day After receipt of order is typical for both ordering product and scheduling installation.

Panic Button - Wireless - Security

Product
All In One Touchscreen and Wireless Interface with Radio and Antenna, 3 wireless Panic Buttons
Installation Labor, Programing, Test, Training

Discount	\$218.17
Section total	\$1,671.27

Monitoring

Product	Quantity	Price	Total
Monitoring of the Panic Alarms, 24/7/365 - Basic Commercial - Annually	12	\$39.99	\$479.88

Section total	\$479.88
Total	\$2,151.15

GENERAL TERMS AND CONDITIONS

1. LIMITATION OF COMPANY'S LIABILITY. IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE IN STATES WHERE COMPANY CAN LIMIT ITS LIABILITY FOR GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY ARISING IN ANY WAY FROM THE SALE, DESIGN, OR INSTALLATION OF THE EQUIPMENT AND SERVICES CONTRACTED-FOR UNDER THIS AGREEMENT, OR ANY OTHER EQUIPMENT OR SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO THE FEES AND CHARGES UNDER THIS AGREEMENT, COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS, LOST OR DAMAGED PROPERTY, LOSS OF USE OF PROPERTY OR THE PREMISES, BUSINESS INTERRUPTION, GOVERNMENT FINES AND CHARGES, PERSONAL INJURIES OR DEATH, ECONOMIC DAMAGES, NON-ECONOMIC DAMAGES, PAIN AND SUFFERING, LOSS WAGES, LOSS OF EARNING CAPACITY, CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

2. INSURANCE. The Customer understands that the COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not in any way related to the value of the Premises or the Customer's possessions or people on the Premises. The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance. This provision is also known as waiver of subrogation provision.

3. CUSTOMER'S PROTECTION OF COMPANY. This Agreement is intended only for the Customer's benefit. Therefore, the Customer agrees to protect, indemnify, defend, release and hold harmless the Company and the Company's related parties (including payment of reasonable attorneys' fees and court costs), from liability against all third party claims or losses (that is, any person or entity which is not a party to this Agreement) brought against the Company which in way relate to the sale, design, or installation of the equipment and services contracted-for under this agreement, or any other equipment or services which the customer claims were provided or should have been provided under this agreement. The Company's related parties include the Company's employees, agents and subcontractors. This protection/indemnity covers claims against the Company arising under contract, warranty, Company's own negligence or gross negligence in states in which Company can obtain indemnification against its own gross negligence, negligent misrepresentation, strict product liability, cross-claims or other claims for indemnification or contribution, or any other theory of liability.

4. CUSTOMER'S DUTIES/RESPONSIBILITIES. Customer is solely responsible for the service, maintenance, repair, testing and cleaning (INCLUDING GREASE REMOVAL FROM THE HOODS) of the Equipment sold and installed by Company per this Agreement, unless Customer separately contracts in writing with Company for any of those services.

On the agreed-up date and time for installation of the Equipment, Customer must provide Company, at its sole cost and expense, with free and clear access to the area where the Equipment is to be installed, and all cooking equipment, personal property, lighting, HVAC duct work, ceiling structures, joists, sprinkler system or any and all other obstacles must be removed by Customer prior to the installation of the Equipment.

Customer is solely responsible for the structure, and the integrity of that structure, where the Equipment is to be installed. Customer understands and agrees that, while Company is installing the Equipment, damage may inevitably occur to the structure (including, without limitation, damage to walls, roof, ceilings and finishes and damage caused by heat and flashing which occur during the welding process). Company assumes no liability or responsibility whatsoever for any such damage, or any further damage which may result therefrom. Company may, in its sole discretion, choose to terminate this Agreement with no liability whatsoever to the Customer in the event Company deems the structure to insufficient or inadequate for the Equipment.

The area of the structure where the Company is installing any Hood must not have any final finishes such as paint, tile, ceilings, etc. until the Hood and related duct work have been installed.

After installation of the Equipment, Customer is responsible, at its sole cost and expense, for the completion of all repairs or finishes to the structure, such as painting and/or patching, roof work, ceiling or joist work, structural work, framing of the ceiling or other openings created for the installation of the Equipment. Customer understands and agrees that the Equipment is designed solely to control or suppress a kitchen grease fire. The Equipment will not control, suppress or extinguish a fire caused by plastic, wood, paper, or other materials. Customer is solely responsible to any and all third parties, including other tenants in the building where the Equipment is being installed, for any nuisance, noise, visual or audible distractions, odors or emissions which may be caused by the Equipment.

In the event of (i) a delay in the Installation Date through no fault of the Company; (ii) interruption during of progress during installation through no fault of the Company; or (iii) the Customers fails, on the Installation Date, to provide Company with free and clear access to the area where the Equipment is to be installed as aforesaid, then Company shall have the right, in its sole discretion, to terminate this Agreement with no liability whatsoever to the Company or charge the Customer additional reasonable fees, which Customer hereby agrees to pay.

5. LIMITED WARRANTY. For twelve (12) months from the date of the commencement of the installation of the Equipment, the Company warrants that if any part or component is defective and does not work, Company will, at its sole option, repair or replace that part or component only and at no charge to the Customer. During any Warranty work, Customer must, at its sole cost and expense, provide Company with free and clear access to the area to be repaired or replaced and Customer is solely responsible for the structure, the integrity of that structure, and any repairs to the structure, where the Warranty work takes place. THE CUSTOMER MUST CONTRACT WITH THE COMPANY FOR A ONE YEAR INSPECTION AGREEMENT ON THE FIRE SUPPRESSION SYSTEM AND EXHAUST FAN FOR THIS WARRANTY TO APPLY. IF THIS CUSTOMER DOES NOT DO SO, THIS WARRANTY IS VOID. COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED UNDER THIS AGREEMENT.

6. CONTRACT EXCLUSIONS. CUSTOMER UNDERSTANDS AND AGREES THAT, UNLESS IT SEPARATELY CONTRACTS IN WRITING WITH COMPANY, THE FOLLOWING ARE EXCLUDED FROM THIS AGREEMENT: Service, Maintenance, Repair, Testing and Cleaning, Fire proofing of exhaust duct work, Concrete roof pads, Roof work- cutting-patch & Seal, Pitch Pockets, Roof Crickets, Penetrations, Painting, Patching, Caulking, Sealing, HVAC Systems, Certified Air Balance, Electrical Power Wiring, Circuitry to New Units, Breakers & Circuits, Shunt Trips, Scale or Union Labor, Prevailing Wage Rates, Structural Support Systems, Gas Plumbing, Engineering or Structural analysis to determine if the structure is sufficient for the Equipment, and all other exclusions and limitations set forth in this Agreement. ALL OF THE FOREGOING SHOULD BE PERFORMED BY OTHER SPECIALISTS OF CUSTOMER'S CHOICE AND HIRE.

7. CUSTOMER'S DEFAULT. The Customer agrees to pay the Fee and Charges under this Agreement as and when due. In the event the Customer fails to pay, as agreed, the Company will give the Customer written notice of default. If the Customer does not cure the default within ten (10) days of the date of the notice, the Company can terminate this Agreement. If the Company terminates this Agreement, the Customer must pay the Company (a) all amounts then due and fifty percent (50%) of all amounts to become due and owing under this Agreement, if any; and (b) the Company's reasonable collection costs, including attorneys' fees and costs.

In addition to the foregoing remedy, the Customer agrees to pay Company a finance charge of one and one-half (1-1/2%) percent (eighteen (18%) percent per year) on all obligations not paid within ten (10) days of the due date.

In the event this Agreement is terminated for any reason, then the following provisions shall survive the termination and continue with full force and effect: Limitation of Company's Liability, Insurance, Customer's Protection of Company, and Limitation of Lawsuits/Jury Trial

8. TRANSFERS. The Customer cannot transfer or assign this Agreement without the Company's consent.

9. LIMITATION ON LAWSUITS/ JURY TRIAL. The Customer must bring any lawsuit against the Company within one (1) year after the act, omission or event occurred upon which the lawsuit is based. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner. Time is of the essence.
THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.

10. MISCELLANEOUS. This Agreement is governed by law of the State where the Premises is located. The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement.

The terms and conditions of this Agreement shall prevail notwithstanding the terms and conditions of any order form, purchase order, or other document submitted by the Customer and any such terms and conditions are expressly disclaimed and shall be of no force and effect. That is, it is the intent of the parties that this Agreement, and only this Agreement, shall govern the terms and conditions relating to the Inspection Services. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. This Agreement cannot be modified without the written consent of both Customer and Company

This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer.

Note: If a tariff results in an increase in material costs, the quoted price for those materials will be adjusted accordingly. By approving this quote, the customer acknowledges and agrees to pay any additional costs related to applicable tariffs.

BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED A COPY OF ALL PAGES OF THIS AGREEMENT AND HAS READ AND UNDERSTOOD THE ENTIRE AGREEMENT, INCLUDING THESE GENERAL TERMS AND CONDITIONS.

CUSTOMER AUTHORIZED REPRESENTATIVE

M & M FIRE PROTECTION AND SECURITY

Authorized Signature _____ Date _____

Authorized Signature _____ Date _____

Jeff Halsey _____

Rod Rupp _____

Printed Name _____ Date _____

Printed Name _____ Date _____

Title

