



STATE OF INDIANA
OFFICE OF THE GOVERNOR
State House, Second Floor
Indianapolis, Indiana 46204

Eric J. Holcomb
Governor

FILED

**Indiana Code § 4-2-6-11
Post-Employment Waiver**

AUG 8 2024

INDIANA STATE
ETHICS COMMISSION

As Appointing Authority of the Executive Director of the Integrated Public Safety Commission ("IPSC"), I am filing this waiver of the application of certain post-employment restrictions of the Indiana Code of Ethics as they apply to Kelly Dignin, IPSC's Executive Director, in her desired post-employment opportunity with a company called Caliber Public Safety, 2429 Military Road, Suite 300, Niagara Falls, New York 14303 ("Caliber").

I understand that I must file and present this waiver to the State Ethics Commission at its next available meeting. I further understand that this waiver is not final until and unless approved by the State Ethics Commission.

A. This waiver is provided pursuant to Ind. Code § 4-2-6-11(g) and specifically waives the application of:

- IC § 4-2-6-11(b)(1): 365 day required "cooling off" period before serving as a lobbyist.
- IC § 4-2-6-11(b)(2): 365 day required "cooling off" period before receiving compensation from an employer for whom the state employee or special state appointee was engaged in the negotiation or administration of a contract and was in a position to make a discretionary decision affecting the outcome of such negotiation or administration.
- IC § 4-2-6-11(b)(3): 365 day required "cooling off" period before receiving compensation from an employer for which the former state employee or special state appointee made a directly applicable regulatory or licensing decision.
- IC § 4-2-6-11(c): Particular matter restriction prohibiting the former state employee or special state appointee from representing or assisting a person in a particular matter involving the state if the former state officer, employee, or special state appointee personally and substantially participated in the matter as a state worker. *(Please provide a brief description of the specific particular matter(s) to which this waiver applies below):*

IPSC has a contract with Caliber to provide software for Computer-Aided Dispatch, In-car Mobile Data Device, Records Management System, and Automatic Vehicle Location. The software facilitates data interoperability between public safety agencies. IPSC does not use the software for its own business purposes, but maintains licensing in order to help provide training, testing, and quality assurance for those using the programs. The original contract and its successive renewals constitute the particular matter that's being waived.

The original contract was with InterAct, a predecessor company that was later bought out by Caliber. IPSC's former director, David Smith, negotiated that original contract with InterAct, and IPSC's former chair, Paul Whitsel, signed it. Current IPSC Director, Kelly Dignin ("Dignin"), was not involved in the negotiations over the original contract, but did serve as a member of the evaluation committee during that procurement process.

Dignin was appointed as the System Administrator for the original contract following its execution. These duties included server management (in partnership with the Indiana Office of Technology), testing, promoting the data interoperability program, and ensuring that the vendor carried out its contractual responsibilities.

In 2018, this contract was extended—and said extension was negotiated by former-IPSC Director David Vice and was then signed by IPSC's current chair, Indiana State Police Superintendent Doug Carter. Dignin assisted the former director with documentation to execute that extension and then continued to administer and oversee the contract's implementation.

The contract remains in place and is set to expire in September 2024. IPSC is in the process of renewing the contract in coordination with the Indiana State Police ("ISP"). IPSC Deputy Director Michael Watkins will assist IPSC's chair, Superintendent Carter, with executing the renewal of the contract. Dignin has been involved in negotiating the renewal of this contract and oversaw the existing contract with Caliber until the point in time when she received an offer of employment from Caliber, which occurred in mid-July, at which time she began the process of implementing a proper screen from any and all duties relating to Caliber, documentation of which has been filed with the State Ethics Commission. Dignin has not, and will not, accept such offer until and unless the waiver requested herein is granted.

B. IC § 4-2-6-11(g)(2) requires that an agency's appointing authority, when authorizing a waiver of the application of the post-employment restrictions in IC § 4-2-6-11(b)-(c), also include specific information supporting such authorization. Please provide the requested information in the following five (5) sections to fulfill this requirement.

1. Please explain whether the employee's prior job duties involved substantial decision-making authority over policies, rules, or contracts:

As IPSC's Executive Director, Dignin oversees the agency, which is charged with facilitating statewide public safety communications. IPSC provides interoperable and reliable public safety communications systems to all Hoosier first responders and public safety professionals for use during routine, emergency, and task force situations, with the important goal of minimizing financial and technological barriers to interoperable communications through interagency cooperation.

While Dignin directs and has operational control of the agency, IPSC's contracts, policies, and rules are established by the IPSC Commission, with Dignin's advice, assistance, and administration. Dignin and her subordinates administer and implement the contracts, policies, and rules and otherwise fulfill the agency's mission. The IPSC Commission has delegated authority to Dignin for some contracts, but the agency's main contracts, such as that with Caliber, are: (1) subject to the IPSC Commission's approval; and (2) long-term in nature, originally negotiated more than a decade ago, and subject to periodic renewal with, notably, only minor changes. Accordingly, Dignin's primary role in terms of the agency's main contracts has been the maintenance of the relationship with the contractors, ensuring that the contracts are implemented correctly, and negotiating occasional contract renewals (though the extent of those negotiations is generally limited to minor changes).

2. Please describe the nature of the duties to be performed by the employee for the prospective employer:

The position that Dignin would move into is Director of Customer Success, which is an existing and vacant position with Caliber. Her role would be to ensure existing public safety customers across our country are successfully interacting with Caliber-provided services. Notably, she will not have direct involvement in sales or contract negotiations. Dignin's duties will include setting business reviews, conducting lifecycle processes, identifying continuous improvement opportunities with R&D, identifying best practices, and supervising a number of Customer Success Managers.

3. Please explain whether the prospective employment is likely to involve substantial contact with the employee's former agency and the extent to which any such contact is likely to involve matters where the agency has the discretion to make decisions based on the work product of the employee:

Importantly, Dignin will not have direct, substantial contact with IPSC or the agencies for whom IPSC hosts Caliber's services. Dignin's subordinate, Caliber Customer Service Manager Pam Kaufman, is assigned to IPSC and ISP as their point of contact and is responsible for managing the day-to-day business. Dignin will supervise Pam Kaufman as well as other Customer Service Managers responsible for other states. She may have contact with IPSC and ISP through surveying Caliber customers across the nation for insight and feedback to ensure that their needs are met and perspectives are included in the company's overall strategies.

4. Please explain whether the prospective employment may be beneficial to the state or the public, specifically stating how the intended employment is consistent with the public interest:

Dignin's experience and expertise as a public safety professional specializing in radio communications and networking, are invaluable to the state and public safety generally. The public and the state will benefit from having Dignin in this role at Caliber, where she'll help ensure the needs of Caliber's customers—public safety agencies in Indiana

and across the country—will continue to be timely and appropriately addressed in this highly-technical field.

IPSC has spent more than fifteen years promoting interoperability through data. It has proven to save lives and money, and to further criminal investigations. Dignin's role with Caliber will ensure that her expertise in this field continues to serve not only the State of Indiana, but also the multiple states and agencies that Caliber works with across the country, helping continue data interoperability on a larger scale and directly benefiting public safety agencies.

5. Please explain the extent of economic hardship to the employee if the request for a waiver is denied:

Dignin has worked for the State of Indiana for 28 years in a very specialized role, which is an important factor that we believe weighs in favor of granting the waiver here. Public safety communications and data interoperability is an incredibly niche industry, with only a limited number of companies involved. Thus, finding employment commensurate with Dignin's level of expertise in this area can be very challenging and rare, and would almost certainly involve a company like Caliber with whom IPSC has, or previously has had, a business relationship.

Accordingly, while Dignin's skill set makes her an ideal fit for this type of position with Caliber, it would be a significant hardship for her to find another position where her highly specialized skills could be utilized in as meaningful a way to benefit public safety nationwide. And employment that would not utilize Dignin's knowledge and expertise in this specific area would be a great loss not only to her, but also to public safety agency communications generally. Thus, we respectfully request that this waiver be granted.

[Remainder of Page Intentionally Left Blank.]

C. Signatures.

1. Appointing authority/state officer of agency:

By signing below, I authorize the waiver of the above-specified post-employment restrictions pursuant to IC § 4-2-6-11(g)(1)(A). In addition, I acknowledge that this waiver is limited to an employee or special state appointee who obtains the waiver before engaging in the conduct that would give rise to a violation.




Earl Goode, Appointing Authority

7/29/24

DATE

2. Ethics Officer of Agency:

By signing below, I attest to the form of this waiver of the above-specified post-employment restrictions pursuant to IC § 4-2-6-11(g)(1)(B).

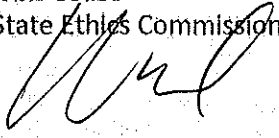
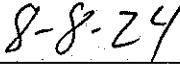


Joseph E. Heerens, Ethics Officer

7/29/24

DATE

D. Approval by State Ethics Commission

FOR OFFICE USE ONLY Approved by State Ethics Commission	
	
_____ Katherine Noel, Chair, State Ethics Commission	_____ Date

Mail to:
Office of Inspector General
315 West Ohio Street, Room 104
Indianapolis, IN 46202
OR
Email scanned copy to: info@ig.in.gov

Upon receipt you will be contacted with details regarding the presentation of this waiver to the State Ethics Commission.