



**Indianapolis and Marion County
City-County Council G.R. No. 41
Investigation Final Report**

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I. Introduction

On September 9, 2024, the City-County Council of the City of Indianapolis and of Marion County, Indiana (“City-County Council”) passed General Resolution No. 41 (“GR 41”), which established an Investigative Committee (“Committee”) to examine and investigate certain allegations, to review City-County policies regarding sexual harassment, related reporting and investigation procedures, and to provide findings with recommendations for the Committee’s consideration. The Committee retained Fisher & Phillips, LLP to complete an investigation pursuant to GR 41.

Having completed the requested investigation, we respectfully submit this report in keeping with GR 41 §3 for the Investigative Committee’s consideration with confidence City-County Council will continue its efforts in supporting City-County employees.

II. Overview of Investigation

A. Document Review & Collection

The internal and external City-County representatives tasked with responding to our document and informational requests all meaningfully and timely answered based upon our experience investigating public entity matters.

As a starting point, the investigation reviewed documents pertaining to City-County Council meetings resulting in passage of GR 41, applicable state laws and local ordinances, and all relevant Access to Public Records Act (“APRA”) request responses.

Next, we requested the City-County produce documents relevant to our investigation, including, among other things, investigatory reports, materials, communications, and personnel information for relevant individuals.¹ Thereafter, OCC retained the law firm Faegre Drinker Biddle & Reath LLP (“Faegre”) as its outside counsel to facilitate production of responsive materials.

In total, Faegre produced multiple sets of documents containing the requested materials which total over 950 pages. These materials included e-mail and text message communications, investigation reports with underlying papers, and non-privileged information from certain personnel files. We also contacted Complainant 1 and Complainant 2 and requested all materials relevant to their claims. Combined, they provided over 1,300 documents. Throughout the investigation, we viewed all relevant media coverage of public statements by City-County representatives and Complainant 1 and Complainant 2.

¹ To cast the widest net, we utilized general search terms on key subject matter and relevant recipients. This included documents related to allegations of wrongdoing against Respondent, investigations into said allegations, the 2020 resignation, and post-employment service contracts between the City-County and Respondent. We received the information needed to conduct a thorough investigation.

B. Interviews

Our investigation included interviews of the following individuals:

- Complainant 1²
- Complainant 2
- Mayor Joseph Hogsett
- Taylor Schaffer, Former Chief of Staff to Mayor Hogsett
- Timothy Moriarty, Former Special Counsel to Mayor Hogsett
- Kenneth Clark, Former City-County Controller
- Renee Madison, Former HR Division Director
- Twana Ellis, City-County HR Division Director
- Ellen Gabovitch, Office of Corporation Counsel (OCC)
- Sarah Dillinger, Administrator for Office of Equal Opportunity, OCC
- Maxine Russell, Former Chief Counsel of Equal Opportunity; Former Director of Office of Minority and Women Business Development
- A former member of the administration identified as a witness by Complainant 2

We made multiple attempts to interview Respondent³ but received no response. Additionally, no other person has contacted either the Investigators or the City-County to provide additional information relevant to this investigation or provided information through the City-County's anonymous reporting procedures or any other method.

III. Factual Background

A. Complainant 1

Complainant 1 began volunteering in an unpaid capacity with the Joe Hogsett for Mayor campaign in the Summer of 2014. At that time, Respondent served as Campaign Manager for the campaign. In October 2014, she accepted a full-time position to work on the campaign as an employee of the Indiana Democratic Party⁴ ("IDP"), which paid her salary and provided her benefits. She did not have an official job title but worked primarily on campaign communications

Factual Finding:

The City-County never employed Complainant 1 - all of Complainant 1's allegations arise from her employment at Indiana Democratic Party. The alleged conduct also predated Respondent's employment with the City-County.

² Complainant 1 provided a written statement to the investigatory team prior to her interview and, at her request, the interview session consisted only of clarifying questions related to the content of the statement.

³ Respondent is the individual both Complainants identified as having engage in alleged misconduct.

⁴ This report does not intend to, nor should it be construed as, examining, or making determinations regarding IDP's compliance with legal requirements or its employment policies, procedures, or practices.

supervised by Respondent.⁵ Mayor Hogsett approved the hire but could not recall being specifically involved in her hiring process.

Mayor Hogsett characterized his relationship with Complainant 1 as a “good one.” Mayor Hogsett described the relationship he observed between Respondent and her as “cordial and professional.” He confirmed he never observed them fighting and did not perceive them to be in a non-working, personal relationship. He stated he had no reason to believe the two had been involved in a personal relationship and that Complainant 1 never complained to him about Respondent or his conduct towards her or her workload.

Mayor Hogsett attended part of the 2014 election night gathering at the Westin Hotel. He recalled Respondent and Complainant 1 were present but did not see them interact on a personal or intimate basis at the event or the day after. Mayor Hogsett was not notified that they had engaged in a sexual or intimate act that election night at the Westin hotel⁶ until approximately 2017. He also did not notice any difference in the working relationship or attitudes between Respondent and Complainant 1 following election night 2014.⁷ In Mayor Hogsett’s view, Complainant 1’s job performance remained unchanged until the time that she resigned. He also stated she never mentioned personal life concerns and that he did not know anything personally about her.

Mayor Hogsett stated Complainant 1 requested to meet with him alone in his law office on or about June 1, 2015. In that meeting, she shared her decision to resign from the campaign. In the Mayor’s recollection, she explained that the campaign required a lot of time and energy and that she felt a bit burned out by the pace and methods of modern-day campaigning. She asked him whether he could help her find a job and he told her that he would try to do so. Complainant 1 confirmed to the Investigators that she did not provide any further details about her reasons for leaving the campaign during this meeting.

Factual Finding:

The June 2015 meeting and resignation occurred *before* Mayor Hogsett took office and *before* Respondent worked for the City-County.

Mayor Hogsett explained that, following this meeting, he contacted several friends including the CEO of Planned Parenthood of Indiana & Kentucky (“PPINK”), to inquire about

⁵ Complainant 1 could not recall receiving information on, or a policy concerning, sexual harassment, discrimination, or retaliation when she began working at the Hogsett Campaign—employees typically do not recall policies received during onboarding processes and whether she did or not could be due to the passage of time. Several persons interviewed had been former employees of the campaign. All confirmed the campaign itself did not have written policies regarding sexual harassment, discrimination, retaliation, or other forms of improper conduct, nor any verbal training or discussion regarding these matters. However, records indicate the IDP had a written policy regarding sexual harassment, discrimination, and retaliation. We are not aware of whether the IDP provided verbal training or that written policy to Complainant 1 at or near her date of hire with IDP, but that is not within the scope of our investigation.

⁶ No interviewee present on election night 2014 was aware of that information that night.

⁷ Those interviewees who observed Complainant 1 and Respondent interact before, during, and after election night 2014 made this same observation.

open positions for Complainant 1. Ultimately, PPINK contacted and interviewed Complainant 1 for a position. Complainant 1's last day of employment with the campaign was on or about June 26, 2015.

Over the following months, Complainant 1 continued to work for PPINK but claims her performance suffered due to mental health issues caused in part by her experience with Respondent. Complainant 1 also noted a repeated pattern of abusive relationships and mental health diagnoses and treatments throughout her life, both before and after her campaign employment, which may have contributed to and predate various emotional and mental health concerns she now asserts.

Mayor Hogsett stated after Complainant 1 left the campaign, he occasionally ran into her while meeting with PPINK's CEO but could not recall any specific conversations. During this period, Complainant 1 also met with a campaign policy advisor for coffee and exchanged text messages with Mayor Hogsett. She confirmed to Investigators that she did not share any information with him about her allegations of Respondent's misconduct towards her.

In July 2016, Complainant 1 initiated an email exchange with Mayor Hogsett and offered to provide trauma-informed yoga services for City-County programming. Mayor Hogsett asked her to connect with his executive assistant to schedule a time for them to speak. Complainant 1 did not do so.

Factual Finding:

Known information confirms prior to May 2017, *no* City-County employees knew of Complainant 1's allegations against Respondent.

On May 12, 2017, Complainant 1 emailed Mayor Hogsett (9:51 pm) requesting a phone call. She soon emailed him a second time (10:31 pm) stating:

"It's about [Respondent]. (Feel free to tell him I'm getting touch, I'm not afraid anymore.)"

Factual Finding:

Complainant 1's initial two emails to Mayor Hogsett on 5/12/17 did *not* notify him that she intended to make sexual misconduct allegations about Respondent.

She also sent a text or Facebook message to Mayor Hogsett's then wife (7:59 pm) and to Kate Sweeney Bell (8:12 pm) saying she had something "sensitive and private" to discuss, without specifics. Complainant 1 also texted Respondent's wife (8:05 pm) asking to "hop on the phone with [her]," again without specifics.

Factual Finding:

Complainant 1's messages on 5/12/17 did *not* notify any recipient that she intended to make sexual misconduct allegations about Respondent.

The morning of May 13, 2017, Mayor Hogsett's then wife replied (6:41 am) to Complainant 1:

"Hi, may I call you? Sorry I was asleep last night [winky emoji]"

Later that day, Complainant 1 texted back (8:02 pm):

“What I sent to Joe: His behavior during the campaign, both in office and outside of it, were completely inappropriate and over the line. When I established firm boundaries, he made the environment so hostile for me that I lost ten pounds, stopped sleeping, and had to seek medical care for several issues related to stress.

I did not quit because of you, or because I was overwhelmed. Well, I was overwhelmed with what was happening to me.

You need to do something.

His being, Thomas.

I think I should let you know that I shared this with Kate Sweeney Bell too. I honestly didn’t know what was the right thing to do, so I thought I should start telling women. Keeping it to myself is really not an option anymore. I can’t keep going if there’s even a chance he could be victimizing someone else.”

That day, Complainant 1 sent Mayor Hogsett a third email (8:02 pm) that stated:

“His behavior during the campaign, both in office and outside of it, were completely inappropriate and over the line. When I established firm boundaries, he made the environment so hostile for me that I lost ten pounds, stopped sleeping, and had to seek medical care for several issues related to stress.

I did not quit because of you, or because I was overwhelmed. Well, I was overwhelmed with what was happening to me.

You need to do something.”

Factual Finding:

Complainant 1’s third email to Mayor Hogsett (sent 5/13/17) did **not** state Respondent had engaged in sexual misconduct towards her.

This email claims Respondent engaged in inappropriate behavior that crossed boundaries and created a hostile work environment at IDP for her – it did not state that alleged misconduct had been sexual in nature.

Also on that date, Complainant 1 then forwarded her initial May 12, 2017, email to Mayor Hogsett to various individuals separately: Tim Moriarty (8:21 pm), and five other individuals involved in Indiana politics, but not members of the administration (8:28 pm, 8:31 pm, 9:38 pm, 9:41 pm, and 11:11 pm).

Complainant 1 also sent a Facebook message to Respondent's wife (8:34 pm) stating:

"[Respondent's] behavior during the campaign crossed a line multiple times. When I established firm boundaries, he made the work environment so hostile for me that I lost weight, stopped sleeping, and had to get medical care for stress-related issues. I am sorry that I didn't have the courage to tell you sooner. It took me a long time to realize fully what really happened. I am here if you want to talk."

On this date, Complainant 1 also posted about Respondent on social media stating she was *"manipulated and treated horribly in the workplace"* by him and solicited for stories about Respondent from others. Complainant 1 shared with the Investigators as follows:

"I believe I deleted the Facebook post sometime in 2018 when a trauma counselor advised that I take down past social media posts about abusers to avoid getting sued."

On May 14, 2017, Complainant 1 emailed Mayor Hogsett again stating:

"When you hired me, you called me the 'adult in the room.' I realize you were joking, but it couldn't be more true, Joe. Adults tell the whole truth, and adults take responsibility. No one else has."

Mayor Hogsett stated that the May 2017 email was the first time he learned Complainant 1 had complaints about Respondent's conduct.

Complainant 1 explained to Investigators she also messaged Taylor Schaffer on Facebook that day having assumed Ms. Schaffer knew of the social media posts. However, Complainant 1's message to Schaffer did not identify Respondent nor did it share specific allegations against him.

Additionally, Ms. Schaffer reported that Complainant 1 promptly deleted the message and blocked Ms. Schaffer after sending the message.

Factual Finding:

Known information confirms this message to Respondent's wife had not been forwarded by Complainant 1 to Mayor Hogsett.

Had Mayor Hogsett learned about this message, it would have been reasonable to infer the alleged misconduct by Respondent had been sexual in nature. However, no evidence surfaced to suggest Mayor Hogsett knew of this message.

Factual Finding:

Complainant 1's fourth email to Mayor Hogsett (sent 5/14/17) did **not** state Respondent had engaged in sexual misconduct towards her.

This email claims Respondent engaged in inappropriate behavior that crossed boundaries and created a general hostile work environment at IDP for her – it did not allege sexual misconduct.

Factual Finding:

Complainant 1's messages on 5/14/17 did **not** notify Ms. Schaffer that Complainant 1 intended to make sexual misconduct allegations about Respondent.

Complainant 1 also sent Emily Gurwitz a nearly identical Facebook message (in parts) but included “[Respondent] should not be allowed to behave the way he did.”

Complainant 1 spoke by phone with Kate Sweeney Bell, Chair of the Marion County Democratic Party, and shared with Investigators that Ms. Bell had expressed “support” and “encouraged me to tell Hogsett about [Respondent’s] abuse.” Complainant 1 did not provide us any details regarding the content of her discussion with Ms. Bell.

Information collected during our investigation revealed that Ms. Bell recalled Complainant 1 told her Respondent was “horrible,” Respondent told her she was “attractive” on her “second day on the job” and later that “he loved her.” Ms. Bell also recalled Complainant 1 revealed she and Respondent were both drunk and “kissed” on election night 2014. Ms. Bell stated Complainant 1 explained she did not want to report her concerns to the IDP but wanted to “get them off her chest” and “let Mayor Hogsett know.” Last, Complainant 1 stated she quit the campaign for personal reasons which we deem too sensitive to share in this Report. Immediately following this phone call, Ms. Bell called Mayor Hogsett’s Special Counsel Tim Moriarty to inform him of the phone call and its contents.

Factual Finding:

Known information confirms the first time Complainant 1 shared Respondent’s alleged misconduct included a mutual kiss on election night 2014 was in a phone call she had with the Chair of the Marion County Democratic Party Ms. Bell (on 5/12/17).

Complainant 1 and Ms. Bell did not work for the City-County in 2017.

Factual Finding:

Known information confirms Respondent interacted with Complainant 1 while both worked on the 2014 election campaign and before she resigned on or about 6/26/15 (the last day IDP employed her).

Factual Finding:

Known information confirms no allegations against Respondent pertain to the period May 14, 2017, through October 3, 2017.

Mr. Moriarty told Investigators Ms. Bell notified him of her call with Complainant 1. He confirmed Ms. Bell's account of the information shared with him and also that Complainant 1 alleged Respondent failed to promote her position within the campaign. Investigators confirmed Mayor Hogsett learned of this call the next day.

Given Complainant 1 was not, and never had been, a City-County employee, and Respondent's alleged misconduct occurred before he became a City-County employee, utilization of City-County resources (and taxpayer money) to address the situation would have been legally inappropriate.

On August 15, 2017, Complainant 1 contacted Brittany Solis, IDP's Executive Director (11:22 am) and asked "[w]hat is IDP's process for reporting sexual harassment? Thank you." Complainant 1 confirmed to Investigators that Ms. Solis provided IDP's sexual harassment policy to her in an email (11:35 am) that stated:

"I have attached the Party's Anti-Harassment Policy that all Party employees sign. The second page of the form asks that violations of that policy be reported to the immediate supervisor or the Party's executive director (me). We take harassment of any kind very seriously, and I would like to set up a phone call or meeting with you as soon as possible to discuss any possible violations of our policy. If you do not feel comfortable speaking with me, I can set up the meeting directly with Chairman Zody or perhaps someone of your choice."

Factual Finding:

The Investigators agree the City-County had no legal obligation to allocate its resources to investigate Complainant 1's allegations regarding Respondent.

To be clear, it would have been an inappropriate use of taxpayer monies as City Revised Code does not authorize expending City dollars to investigate allegations made by a non-employee about misconduct by another non-employee.

Factual Finding:

The Investigators agree that use of City-County resources to investigate Complainant 1's allegations would have been an inappropriate use of taxpayer monies as local ordinance does not authorize such an expenditure.

Factual Finding:

Inquiring into IDP and its representatives/agents' handling of Complainant 1's 2017 allegations fall outside the scope of GR 41.

Factual Finding:

Complainant 1 confirmed IDP employed her and assigned her to provide IDP services to HCI. HCI and the City-County did **not** employ Complainant 1.

Complainant 1 replied to Ms. Solis (11:51 am):

"Thanks Brittany, I'll get back to you soon.

I should say here that it is unreasonable to expect someone to report harassment immediately; that is not how trauma operates in the nervous system and the brain. It can take years before someone realizes what happened to them."

From this email until October 3, 2017, Complainant 1 took no action.

Stale recollections (given the passage of five to nine years) prevent Investigators from pinpointing the exact date Mr. Moriarty and Mayor Hogsett initiated the Hogsett Committee for Indianapolis ("HCI") investigation of Complainant 1's allegations—it occurred in the summer at some point after Complainant 1's May 2017 emails. That said, Investigators confirmed HCI did retain Attorney Michael C. Terrell ("Attorney Terrell") at the Taft law firm. Mayor Hogsett also confirmed he knew Attorney Terrell for some time through his bar association activities.

On October 3, 2017, Complainant 1 followed up with Ms. Solis asking ". . . *beyond yourself and the Chairman, who else is IDP accountable to for HR issues? DNC? Thanks.*" In response, Ms. Solis stated "*Based upon advice of counsel, please direct all further inquiries regarding this matter to our attorney, Clay Patton. He is cc'd on this email.*" Complainant 1 told Investigators she did not contact Attorney Patton.

Complainant 1 also posted a lengthy message on her Instagram and Facebook pages in early October stating:

"I experienced sexual harassment in the workplace while employed by the Indiana Democratic Party/Joe Hogsett from 2014-2015. When I recently reached out to IDP's executive director for details on how to formally report what happened to me, I got back a copy of their flimsy policy (which in my opinion, places f[a]r too much responsibility on victims to come forward right away, which is not possible when you're traumatized) and the[n], after I

Factual Finding:

Investigators have no information as to whether the IDP conducted its own investigations related to Complainant 1. Known information confirms the only investigation conducted arose from Mayor Hogsett's directive to HCI, who chose, retained, and paid attorney Terrell.

Approximately 4.5 months expired between Complainant 1's first communication of allegations of general misconduct to an HCI representative and the completion of Attorney Terrell's investigation into those claims. This report does not intend to, nor should it be construed as, examining, or making determinations as to the date HCI chose to begin an investigation.

Factual Finding:

Known information confirms HCI retained Attorney Michael C. Terrell in 2017 to investigate Complainant 1's allegations against Respondent.

followed up with a question, I was told to contact their attorney with any further communication. I am disappointed that I have not received any acknowledgement [from] the Mayor or his team after disclosing my concerns about his staff.

As someone who is trying to move on with my life, and who does not have the resources for an attorney to protect myself in the process, I am choosing not to move forward with a formal report. IDP seems to be motivated only to protect their interests, despite their posturing as the party that respects and empowers women.

Given the climate we're in and the headlines we're seeing lately, I urge anyone else who has been victimized while employed by IDP to speak up and file a formal report.

On October 27, 2017, the Investigation determined as follows:⁸

- Complainant 1 and Respondent both stated they and the other were drunk on election night 2014 at the Westin hotel.
- Complainant 1 and Respondent both kissed one another election night 2014 in the room at the Westin hotel after everyone else left.
- Respondent admitted developing feelings for Complainant 1 and knew what he was doing was wrong. He claimed to have had an emotional relationship with Complainant 1 for six weeks, that they kissed multiple times, but nothing more.

Factual Finding:

Complainant 1 publicly announced her intention to not move forward with a formal report against Respondent through the IDP. Despite this fact, HCI initiated an investigation utilizing all information available from Complainant 1 up until the 2017 report.

Factual Finding:

Whether people making public statements or commentary on this issue knew about Complainant 1's public statement that she did not want to make a formal report to her former employer IDP falls outside the scope of GR 41.

Factual Finding:

Known information confirms Attorney Terrell completed his investigation into Complainant 1's allegations against Respondent on 10/27/17 and issued HCI a written Investigation Report.

⁸ We were unable to determine the date HCI initiated the investigation due to the passage of time and because it is not responsive to the scope of this investigation. Additionally, investigating whether and any reason why HCI had commenced an investigation earlier, in part, assumes or implies it had a legal obligation to do so. Such issues fall outside the scope of GR 41 and we do not make these assumptions or implications. This report does not intend to, nor should it be construed as, examining, or making determinations as to HCI's compliance with legal requirements or its employment policies, procedures, or practices.

- No one claimed to have knowledge of a personal relationship between Complainant 1 and Respondent.

Complainant 1 never complained to anyone at the time of the interactions with Respondent until May 2017. Mayor Hogsett told Investigators he learned about the investigation results and recommendations sometime in October 2017. Investigators confirmed one recommendation had Mayor Hogsett, in his role as Mayor, admonish Respondent and direct him to not have any contact with subordinate employees at the City, that this was a zero-tolerance policy, and Respondent would be disciplined (up to and including termination) if he ever violated the directive.

Mayor Hogsett told Investigators he then spoke to Respondent and made clear to him that he had to be of the “most exemplary behavior” based on his leadership position and to the extent he had “any other relationship outside marriage with any City employee or subordinate,” it would not be tolerated and he would be disciplined. Mayor Hogsett did not know whether this directive had been placed in writing or Respondent’s personnel file. Mayor Hogsett said Respondent apologized to him and confirmed he understood the directive. Mayor Hogsett did not elaborate further on the directive as he thought Respondent clearly understood the directive. Mayor Hogsett confirmed Respondent admitted to kissing Complainant 1 in the Westin suite on election night 2014 and the two of them having spent that night together. Mayor Hogsett said he did not ask Respondent whether he had any other personal or intimate relationship outside of marriage during this conversation. Mayor Hogsett could not recall if he checked in with Respondent or did anything to monitor Respondent’s compliance with the directive.

From October 4, 2017, through July 12, 2018, Complainant 1 did not directly contact the City-County or Mayor Hogsett. On July 13, 2018, Complainant 1 emailed Mayor Hogsett twice stating:

(9:06 pm) - “Joe, I’m in town in a few weeks if you’d like to sit down and discuss what I’ve [to] disclose. I’d love to hear how you’re handling [Respondent] and his bad behavior going forward.

(9:11 pm) - I do have (his own) written records of him crossing the line, if that helps you feel confident in my story.”

Factual Finding:

Known information confirmed Complainant 1’s allegation that she and Respondent kissed while they were drunk on election night 2014 and that Respondent had crossed the line several times in interacting with her.

This Report does not intend to, nor should it be construed as, examining, or making determinations as to the 2017 Report’s legal analysis and conclusions as opining on those issues falls outside the scope of GR 41.

Factual Finding:

When Complainant 1 made the July 13, 2018, contact, she did not know HCI had investigated her 2017 allegations utilizing Attorney Terrell or that the 2017 Report existed. Mayor Hogsett did not respond to Complainant 1’s email after engaging legal counsel, which reflects customary practice.

On July 24, 2018, Ms. Drescher-Rhoades emailed Complainant 1 stating:

“Hi Lauren, Joe saw your email and asked me to reach out to you. I am on vacation this week. Do you have a good time when we could schedule a call sometime next week?”

When Complainant 1 responded and declined Ms. Drescher-Rhoades’ invitation to speak, Ms. Drescher-Rhoades replied stating:

“Joe takes your concerns very seriously. That is why he asked me to reach out to you. As an officer of the Committee, it is not only appropriate for me to address these issues, it is one of my jobs. I will, however, leave it up to you whether you would like to speak with me. Just let me know. Thanks and I hope all is well.”

At this time, Ms. Drescher-Rhoades served as HCI’s Treasurer. Mayor Hogsett did not recall acting or otherwise responding to Ms. Roberts’ July 2018 email or talking with Ms. Drescher-Rhoades about the July 2018 email.

From July 14, 2018, through January 2019, Complainant 1 did not directly contact the City-County or Mayor Hogsett. In January 2019, Complainant 1 approached Mayor Hogsett (who sat with a member of the public⁹) at a coffee shop and stated he failed to provide her with an independent reporting process regarding Respondent. Mayor Hogsett told Investigators he only listened to Complainant 1 because he considered the topic one not to discuss in front of a member of the public as it was privileged and protected. Mayor Hogsett did not contact Complainant 1 after this occurrence to share the fact or result of the investigation and 2017 Report. Complainant 1 made no further contact.

Factual Finding:

When Complainant 1 made the January 2019 contact, she did not know HCI had investigated her 2017 allegations utilizing Attorney Terrell or that the 2017 Report existed. Mayor Hogsett and HCI did not tell Complainant 1 about the investigation and 2017 Report at or after the January 2019 occurrence.

⁹ Complainant 1’s statement to Investigators identified this person as an HCI staffer and the Mayor did not recall the identity or position of this person. The Investigators neither credit nor discredit Complainant 1 on the person’s identity.

B. 2020 Investigation

In early October 2020, the City-County's HR Director Renee Madison ("HR Director") became aware of a report from an individual in a City-County's Department that concerned an alleged inappropriate sexual relationship between Respondent and an employee of the City-County's affiliate agency ("Employee A"). The HR Director led the initial investigation with the acting Corporation Counsel, Anne O'Conner ("CC O'Conner"), providing support. Investigators confirmed the HR Director learned at the outset of her investigation that Respondent had previously been the subject of misconduct allegations (related to his time on the HCI campaign) and had been directed not to have relationships with female City-County employees.

Factual Finding:

In 2019, OCC knew of the 2017 directive Mayor Hogsett gave to Respondent and understood it to mean Respondent could not have any personal intimate relationship with a City-County employee.

Known information confirms the City-County did not document the 2017 directive to Respondent in the HR Department and had not notified the HR Director prior to her receiving the 2020 allegations regarding Respondent.

The HR Director conducted an investigation (including interviews) through which she recalls verifying that Respondent and Employee A had been engaged in a consensual extramarital relationship. The HR Director then informed Mayor Hogsett of the allegations. As a result of that meeting, Mayor Hogsett decided to retain Attorney Terrell to independently investigate the matter. Mayor Hogsett stated he did not get involved in the investigation process to preserve the integrity of the investigation.

Investigators confirmed the 2017 investigation included interviews with complainant, Respondent, and Employee A as well as a review of materials collected by the HR Director during her investigation. Investigators also learned that while Respondent and Employee A each initially denied a romantic or sexual relationship with the other, each ultimately admitted to being involved in a consensual sexual relationship with the other.

Based on these findings, the HR Director reported that she reached the opinion that Respondent should be terminated and then met with Mayor Hogsett to convey the investigation's findings and her opinion in the form of a recommendation.

On November 2, 2020, Attorney Terrell submitted a report to CC O’Conner documenting the findings of his investigation and recommendations. (“2020 Report”). Investigators confirmed the 2020 Report concluded that both Respondent and Employee A had violated the City-County’s Non-Fraternization Policy and, as to Respondent, that he violated the Mayor’s 2017 directive. Investigators also confirmed the 2020 Report recommended Respondent leave the administration with the requirement that he disclose the reason for his departure to any subsequent employer. Further, Investigators confirmed the 2020 Report also recommended that Respondent be permitted to complete his existing projects with the City-County provided he did not maintain any involvement in any employment decisions pertaining to Employee A.¹⁰

Mayor Hogsett met with Respondent to inform him the investigation concluded he had violated the 2017 directive not to have any relationships with City-County employees and the Non-Fraternization Policy. Mayor Hogsett also informed Respondent he could no longer work for the City-County and had to tell future employers about the reason for his departure from the City. Mayor Hogsett told Investigators he allowed Respondent to finish two items before he exited the City’s employment—he could not recall the specific projects but explained Respondent’s limited involvement had been needed to avoid disruption to City-County functions.¹¹

Factual Finding:

The investigations conducted by the HR Director and Attorney Terrell each confirmed Respondent and Employee A engaged in a consensual personal relationship that violated the City-County’s Non-Fraternization policy. Regarding Respondent, they each also found the matter to violate the 2017 directive given by Mayor Hogsett. While the HR Director recommended Respondent be terminated and Employee A’s job offer be rescinded, the investigation recommended differently, suggesting Respondent resign after completing existing projects and permitting Employee A to work in the accepted job position.

Factual Finding:

Mayor Hogsett decided Respondent had to leave the administration, had to tell his new employer the reason why he left, and to complete projects prior to separating employment.

¹⁰ Note, this occurred in late 2020 while many City-County employees were conducting work remotely rather than working together in person.

¹¹ Notably, in late 2020, the City-County was heavily involved in projects related securing Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) funding.

On December 17, 2020, Respondent submitted his resignation notice to the HR Director and shared his last day of employment would be on December 31, 2020. The same day, Respondent requested via email that the news of his resignation not be shared with the staff as the Mayor would be making a “more holistic announcement” closer to his end date. On December 30, 2020, Mayor Hogsett announced Respondent’s resignation and indicated that Ms. Schaffer would be appointed Chief of Staff in his place, effective January 1, 2021. In his announcement, Mayor Hogsett thanked Respondent for his “indelible impact on Indianapolis over the past five years.”

Factual Finding:

We were unable to determine the importance of the special projects the administration asked Respondent to complete prior to his resignation.

Respondent’s December 17, 2020, resignation notice confirmed his last day as December 31, 2020.

Following his resignation, Respondent accepted a position as a Partner at the law firm Bose, McKinney & Evans LLP (“Bose”). The City has no written record of Bose requesting information from the City-County about Respondent’s employment or departure. Mayor Hogsett denied helping Respondent obtain a position with the firm and said he had no knowledge how Respondent secured the position. Mayor Hogsett (and HR personnel) had no recollection of receiving any reference requests from Respondent’s prospective employer.

C. Relevant Aftermath as to Respondent

Some individuals interviewed during this Investigation shared their perception that Respondent was given an opportunity to use the period from November 2, 2020, through December 30, 2020, to position himself for personal gain by negotiating contracts for his own benefit. Based on these perceptions, we requested the following items from the City-County:

1. All waivers signed by representatives on behalf of the City from approximately October 15, 2020, through January 1, 2022, that allowed Bose, McKinney & Evans or Respondent to represent developers or other third parties in contractual negotiations or regarding contracts, financing, or economic development matters or projects involving the City, County, the Bond Bank, or any agency under their control or management.
2. For the period from November 2, 2020, to present, all economic development contracts executed by a representative from the City, County, the Bond Bank, or any agency under their control and also executed by any developer or third party legally represented by Bose, McKinney & Evans, or Respondent.
3. For the period from November 2, 2020, to present, all financing, tax increment financing (TIF), or other contract of indebtedness executed by a representative from the City, County, the Bond Bank, or any agency under their control and also executed by any developer or third party legally represented by Bose, McKinney & Evans, or Respondent.

Through its external counsel, the City-County confirmed Respondent never requested (and had not been granted) a post-employment waiver from OCC during the twelve (12) months following December 31, 2020, as may have been legally necessary to personally contract with the City-County (or provide legal services for a developer/third-party) during that time and to the extent required by IC 35-44.1-1-4 and Revised Code 203.207. In addition, external counsel shared the City-County does not track legal counsel of developers or third parties for economic development contracts or financing, tax increment financing, or other contracts of indebtedness. Investigators reviewed various source documents available through City-County contract portals and confirmed review of the contract issues related to Respondent could not be determined without manual review of each contract executed in or before the period in question in combination with interviews.

Investigators did review Indianapolis Local Public Improvement Bond Bank (“ILPIBB”) Board meeting minutes for the period in question and identified the City and Bose, McKinney & Evans representatives who appeared before it shown in Table-1:

Factual Finding:

Minutes from the ILPIBB’s 10/18/21, Board meeting confirm Respondent appeared for the Bose, McKinney & Evans law firm on behalf of a third-party developer.

This Report does not intend to, nor should it be construed as, examining, or making determinations as to whether Respondent complied with applicable legal requirements after departing the City. The Investigators recommend that OCC review this issue in greater detail to determine whether the matter should be referred to another governmental agency. We also recommend OCC identifies action steps the City-County can take to minimize potential for City-County employees to negotiate contracts for personal gain while employed at the City-County or for the 12-months following their departure.

Table 1: ILPIBB Board Minutes

Date	City Present	Representative	Bose, McKinney & Evan Present	Representative
11/16/2020	Yes	Scarlett Martin	Yes	Dennis Otten
12/21/2020	No	n/a	No	n/a
1/25/2021	No	n/a	Yes	Dennis Otten
3/15/2021	No	n/a	No	n/a
5/17/2021	No	n/a	No	n/a
6/21/2021	No	n/a	No	n/a
7/19/2021	No	n/a	No	n/a
8/16/2021	No	n/a	No	n/a
10/18/2021	No	n/a	Yes	Thomas Cook
11/15/2021	No	n/a	No	n/a
12/13/2021	No	n/a	No	n/a
1/24/2022	No	n/a	No	n/a

On February 28, 2022, and April 17, 2023, the ILPIBB contracted with Respondent at Bose, McKinney & Evans to provide services in connection with the downtown Indianapolis redevelopment efforts around Old City Hall and the development of the Indianapolis Heliport, respectively. Mayor Hogsett denied involvement in ILPIBB awarding either of these contracts to Respondent.

D. Complainant 2

Complainant 2 became acquainted with Respondent and Mayor Hogsett as a Hogsett Campaign volunteer intern during the summer 2015 before her senior year in college.

On September 13, 2016, Complainant 2 began employment with the City-County as a Constituent Services Assistant. On July 23, 2018, Complainant 2 received a promotion to Constituent Services Manager. In this role, Complainant 2's immediate supervisor was Deputy Chief of Staff Taylor Schaffer. Throughout her employment, Complainant 2 worked closely with Respondent, Ms. Schaffer, and Mr. Moriarty. Complainant 2 also had a close working relationship with Mayor Hogsett, who characterized their relationship as one of both colleagues and friends.

In February 2019, Complainant 2 resigned her employment with the City-County and accepted a position with the Marion County Democratic Party as an Executive Director.¹² Mayor Hogsett recalled Complainant 2 meeting with him in his office to discuss her decision to resign and join the Indiana Democratic Party in Marion County. Both accounts of this meeting confirmed Complainant 2 did not make any complaints to Mayor Hogsett about Respondent. Complainant 2 also did not report Respondent's alleged misconduct to HR at any time during her employment. After her resignation, while working for the Marion County Democratic Party, Complainant 2 continued to have frequent

Factual Finding:

From September 2016 through February 2019, Complainant 2 interacted at work on a regular and on-going basis, began socializing with co-workers over drinks, and developed a close working relationship and an intimate personal association. At all relevant times, Respondent held positions of actual (or perceived) power over Complainant 2's job with the City-County.

Factual Finding:

From September 2016 through February 2019, Complainant 2 did not report Respondent under the City-County's sexual harassment policy, to HR, or to Mayor Hogsett.

Factual Finding:

Complainant 2 furthered her career in accepting the Executive Director position. Leaving the City in 2019 also resulted in Complainant 2 having significantly less contact with Respondent. However, Complainant 2 continued to be challenged by necessary work-related events where Respondent was present as manager of Mayor Hogsett's reelection campaign.

¹² Complainant 2 did not obtain help from Mayor Hogsett or Respondent in obtaining this Executive Director position.

contact with Respondent, who worked with that organization in his capacity as manager of Mayor Hogsett’s reelection campaign.

In January 2021, Complainant 2 returned to the City-County as its Chief Communications Officer (“CCO”) for the Office of Public Health & Safety (“OPHS”). Compared with the earlier City-County positions she held, Complainant 2’s workplace contact with Mayor Hogsett and Respondent was far less frequent given her office’s physical location.

In Spring 2022, Complainant 2 contacted Ms. Schaffer and asked her to meet for a drink at a bar close to the City-County building. During that meeting, which lasted approximately one hour, Complainant 2 shared with Ms. Schaffer that several years prior, she had a long-term relationship with Respondent which had ended during the COVID-19 pandemic. Complainant 2 disclosed that she thought she and Respondent had been in love, and that the two of them discussed having a life together, but that Respondent had ultimately refused to end his marriage. Ms. Schaffer said Complainant 2 wanted her to say something to Respondent, who at that time was no longer employed by the City-County. Ms. Schaffer told Investigators that Complainant 2 asked her *not to tell anyone* about the past relationship. Specifically, Complainant 2 said this was her story and that she wanted to be the one to share it, not Ms. Schaffer. Ms. Schaffer could not recall Complainant 2 disclosing any other inappropriate conduct by Respondent during that conversation. Ms. Schaffer honored Complainant 2’s request and did not report the fact of the prior relationship to HR or to anyone at the City-County. Ms. Schaffer explained to Investigators that Respondent had not been employed by the City-County for more than a year, and that in her view Complainant 2 was coming to her personally as a friend rather than in a professional capacity. Ms. Schaffer indicated that she did not want to “break [Complainant 2]’s trust,” nor did she want Complainant 2 “butting up against something she didn’t want public.” During our Investigation,

Factual Finding:

During this period, Respondent had been viewed as a powerful figure in IDP – Complainant 2’s concern that Respondent could negatively impact her career in politics was reasonable.

Factual Finding:

In January 2021, Complainant 2 furthered her career in accepting the CCO position with the City-County and believed she would have even less potential for contact with Respondent.

Factual Finding:

Known information confirms Complainant 2 and Ms. Schaffer met in Spring 2022 and Complainant 2 disclosed her past personal relationship with Respondent.

Factual Finding:

Per Complainant 2’s request, Ms. Schaffer did not report Complainant 2’s allegations under the City-County’s non-fraternization policy. Known information confirms Complainant 2 did not claim her relationship with Respondent had created work problems. Under the circumstances at the time of the Spring 2022 meeting, Ms. Schaffer acted reasonably in not reporting the disclosed past relationship between Complainant 2 and Respondent. That non-fraternization policy did not prohibit off-duty relationships per se, but those that create work problems, which did not appear the case at the time, particularly given Respondent no longer worked at the City.

Complainant 2 revealed that shortly before her August 2022 resignation, she communicated with someone in the Administration “as a friend” and revealed her relationship with Respondent, but Complainant 2 declined to disclose the name of that individual. Complainant 2 did share her conversation with Ms. Schaffer and made clear to Investigators that she made that disclosure in a personal, friendship capacity and not as a report to the administration. While Investigators infer Ms. Schaffer may be the individual Complainant 2 referred to, this point could not be confirmed.

In August 2022, Complainant 2 resigned as City-County CCO for OPHS and moved to Washington, D.C. to serve as the Director of Communications for Representative Andre Carson. During her employment with Rep. Carson, Complainant 2 remained in contact with Mayor Hogsett and Mr. Moriarty by occasionally exchanging text messages with both.

In September 2023, Complainant 2 contacted Mr. Moriarty and informed him that she wanted to have a meeting with the Mayor regarding abusive conduct by Respondent. Mr. Moriarty contacted Complainant 2 to convey the Mayor wanted to speak with her. One or two weeks later, Complainant 2 texted Mayor Hogsett directly expressing a desire to speak with him and noted she would not bother him if it was not important. Mayor Hogsett responded and shortly thereafter the City-County’s Corporation Counsel (“CC”) contacted Complainant 2 to schedule a call.

The phone call, attended by Mayor Hogsett, Complainant 2, and CC Matt Giffin, occurred the last week of September 2023. Mayor Hogsett described this conversation as “unnerving” as Complainant 2 shared with him information he had not previously known. Specifically, he then first learned the following details:

- Respondent and Complainant 2 had a 3–4-year relationship, starting in 2018. They had drinks socially and had been intimate on more than one occasion. On one occasion Respondent drove Complainant 2 home and she did not want him to come into her apartment but let him in and felt taken advantage of while intoxicated. While Complainant 2 did not use terms “sexual assault” or “rape,” Mayor Hogsett understood what Complainant 2 had described (*i.e.*, non-consensual sex), though she did not use the specific term sexual assault;

Factual Finding:

Complainant 2 furthered her career in accepting the position with Representative Carson in DC and had even less potential to see Respondent in person at events.

Factual Finding:

Having established her work reputation outside Respondent’s perceived sphere of influence, Complainant 2 notified Mayor Hogsett of her allegations against Respondent.

Investigators do not find fault with the passage of time in Complainant 2’s report.

Factual Finding:

Complainant 2 expressed to Investigators that she felt unable to report allegations about Respondent via the City’s HR reporting procedure when she worked in the Constituent Services because of the position Respondent held.

- Respondent and Complainant 2 shared music and poetry;
- Complainant 2 provided detail of how Respondent pursued her and said she responded favorably at times and not at other times;
- Complainant 2 feels Respondent's motives had been questionable;
- Complainant 2 feels used by Respondent, as he would promise her career advancement; and
- Complainant 2 had specific ideas about what should be done with Respondent, including:
 - Mayor Hogsett should no longer associate with Respondent in any way, shape, or form as Respondent used his relationship with Mayor Hogsett to personal advantage.
 - Respondent should not represent the City in any way, shape, or form as a lawyer.
 - Complainant 2 wanted to work with the administration to improve the City's anti-sexual harassment portfolio (*i.e.*, protecting workers from unwelcome advances).

Following the conversation with Complainant 2, Mayor Hogsett retained Attorney Terrell to conduct an investigation into Complainant 2's allegations expeditiously and to adopt all three of Complainant 2's recommendations.

CC Giffin then coordinated Attorney Terrell's interview of Complainant 2. The first interview of Complainant 2 occurred over the phone. Prior to the meeting, Complainant 2 recalled expressing the potential of retaining a lawyer but that Mayor Hogsett advised her that she was not the target of the investigation. In hindsight, Complainant 2 believes Mayor Hogsett acted to protect his own interests when discussing her retaining an attorney. Complainant 2 shared with Investigators this feeling has been strengthened, by the fact that so much time has passed without any reforms to the City's anti-harassment portfolio.

Complainant 2 believes her first call with Attorney Terrell lasted approximately two hours. Complainant 2 provided Attorney Terrell with detailed accounts of various instances of misconduct by Respondent and instances of his emotional manipulation. Complainant 2 also recounted Respondent's alleged sexual misconduct on a specific date and that Respondent made a comment to her in later days that impacted her experience of these events.

Factual Finding:

No police report was made regarding the alleged non-consensual sex incident. Investigators note Respondent did not respond to requests to be interviewed.

Complainant 2 stated she talked with Employee A in 2023 about her experiences with Respondent.

Complainant 2 believes she discussed what she wanted changed with the City's reporting system with Attorney Terrell and expressed that process felt intimidating and did not encourage people to come forward and report misconduct.

Complainant 2 reports she gave Attorney Terrell her opinion that Respondent had not been properly disciplined after the complaint involving Respondent and Employee A. Complainant 2 reported that she explained to him the administration's decisions had created a culture which discouraged people, herself included, from coming forward. Complainant 2 recalls Attorney Terrell stating that he was going to talk with Respondent, examine any contracts he held with the City-County and whether they could be terminated, and then make a final recommendation to Mayor Hogsett. Complainant 2 recalls Attorney Terrell explaining to her banning an entire firm from working with the City could be legally problematic and challenged. Attorney Terrell did not provide Complainant 2 a definite time his investigation would end but expressed he intended to act quickly.

In response, Mayor Hogsett separated Respondent from any formal or informal role as an advisor to, or surrogate for, his mayoral campaign.

On November 29, 2023, the Bond Bank, through its Executive Director and General Counsel, sent Respondent a letter informing him that the Bond Bank had terminated its two (2) contracts with Respondent on a no-fault basis and with immediate effect.¹³

In 2024, the City-County also expanded the scope and reach of mandatory sexual harassment training to ensure that all employees were aware of available resources for reporting improper workplace relationships and sexual harassment, among other misconduct.

Factual Finding:

The 2023 investigation provided Complainant 2 the opportunity to report all her allegations regarding Respondent's misconduct, her opinion on past discipline of him for a similar policy violation, and how she wanted the City-County and Mayor Hogsett to remedy her situation.

Factual Finding:

Known information confirms the termination of these Bond Bank contracts occurred shortly after Complainant 2's allegations arose and effectively served as the City-County's response to learning Respondent had a previously unknown relationship with a second City-County employee in violation of the 2017 Directive.

¹³ This moratorium did not extend to other members of Respondent's firm provided Respondent was not involved in performing services.

E. Workplace Culture Within the Hogsett Administration

Multiple interviewees who regularly observed Respondent and other members of the Hogsett Administration commented on the overly casual and at times professionally inappropriate workplace conduct displayed by this group. Respondent and others used insulting or profane language and acted in an unprofessional manner in the workplace. Two former City-County officials who attended meetings with Respondent independently recalled him to be confrontational, nasty, standing in too close in proximity to some female employees, and “pushing,” or “shoving” other employees intending to be playful. The work atmosphere had been described as more of a fraternity or sorority around Respondent than emblematic of a business setting.

Multiple witnesses likewise recalled Respondent had close personal relationships with female (and male) employees including Complainant 2 but none had any indication of a romantic relationship. Respondent had been viewed as often too friendly and casual in the workplace. Ms. Schaffer recalled, while she was employed as Deputy Chief of Staff, having multiple conversations with Respondent about his overall conduct in social settings. While she could not recall specific details about the content of these conversations or when they occurred, she characterized Respondent “lashing out” in response to her.¹⁴

Factual Finding:

Respondent’s overall behaviors impacted the work environment of other personnel, did not reflect best business or professional practices, nor did they instill a feeling of respect in others.

Factual Finding:

No witness interviewed (including those close with Complainant 2) knew about Complainant 2 and Respondent being in a personal or sexual relationship while they were both employed by the City-County.

Factual Finding:

Ms. Schaffer directly addressed with Respondent his conduct of being too friendly and casual with other City-County employees (men and women alike), in social settings. Absent detail indicating potential wrongdoing, being friendly and casual off-duty does not necessarily (or reasonably) constitute a reportable violation under City-County sexual harassment or non-fraternization policies.

¹⁴ Our Investigation notes that during this time, Respondent arguably had an actual or perceived position of power over Ms. Schaffer; however, Ms. Schaffer did not allege Respondent engaged in misconduct towards her in work interactions.

Multiple witnesses confirmed that Respondent was part of a group of the same eight to ten City-County employees, all of whom worked in the Mayor's Office on the 25th Floor, who socialized after work by grabbing drinks at Tomlinson's Tap or other bars near the City-County Building. More than one witness recalled Complainant 2 and Employee A being members of this group at various times. Mayor Hogsett was aware several City employees socialized and noted to Investigators that he rarely participated. He stated that on occasion he walked across the street at 4:30 p.m. and did a "walk through where they gathered," explaining it was "my way of reminding them to make sure you are doing your work and not leaving early on a Friday afternoon." Mayor Hogsett denied seeing anyone intoxicated and noted he observed Respondent and Complainant 2 as part of that group he would see socializing after work across the street on Friday afternoons. He stated he never saw Respondent and Complainant 2 interact in an intimate manner. Mayor Hogsett described Respondent and Complainant 2 as appearing to be "very good friends and co-workers but nothing more than that."

Factual Finding:

On occasion, Mayor Hogsett would walk through the primary establishment where City-County employees had been known to socialize on Fridays at 4:30 pm (after work).

Mayor Hogsett never directed Respondent to not socialize with City-County employees over whom he had authority and the City-County's non-fraternization policy does not prohibit workers from off-duty social activities.

F. Publicity Concerning Complainants' Allegations

On July 19, 2024, the Indianapolis Star ("IndyStar") published an article which quoted Complainants 1 and 2, described in detail their allegations regarding Respondent's conduct towards them, and discussed the investigations into Respondent's misconduct which had been authorized by Mayor Hogsett's administration. Later that day, the IndyStar ran a second article reporting that Respondent's employment with Bose had been terminated. In response to the IndyStar's reporting, Mayor Hogsett released a statement condemning Respondent's actions and emphasizing the thoroughness of his Administration's investigations into the allegations of misconduct.

Factual Finding:

On or about July 19, 2024, is the date Complainant 1 first learned her allegations regarding Respondent had been investigated.

Factual Finding:

When Complainants 1 and 2's allegations went public in 2024, approximately 9 years had passed since Complainant 1 resigned from IDP and 5 years from Complainant 2's resignation in 2019.

On August 7, 2024, the nonprofit news site Mirror Indy published a story which quoted Complainants extensively and provided a detailed account of their allegations against Respondent. On August 8, 2024, Complainants 1 and 2 sent an open letter to Mayor Hogsett and City-County Council President Vop Osili in which they demanded "transparency and accountability" regarding the handling of their allegations against

Respondent, as well as reforms to the City-County’s sexual harassment policies and reporting procedures.

On August 12, 2024, Mayor Hogsett appeared at a City-County Council meeting and addressed Complainants, both of whom were in attendance, directly with the following statement:

“I want to tell you both, and the third anonymous individual who also shared her story, how sorry I am for the harm that has occurred, and I apologize. There are no words to adequately acknowledge the bravery and the strength that you all have shown by coming forward to tell your stories, and to advocate for systemic change across the city-county enterprise in the way that we protect our employees from sex harassment and associated retaliation.”

On September 29, 2024, the City-County Council passed General Resolution No. 41 and created the Investigative Committee to whom this report is addressed.

Factual Finding:

Mayor Hogsett publicly apologized to Complainants 1 and 2 and commended both for their courage and strength.

Factual Finding:

GR 41 arose out of the public coverage of Complainants 1 and 2’s experiences and intends to support strengthening the City-County’s sexual harassment reporting systems and procedures for employees’ benefit.

IV. Overview of City-County Human Resources Office

A. Structure and Function of the HR Division

In 1969, the Indiana legislature reorganized local municipal and county government in counties containing a first-class city.¹⁵ The reorganization, now referred to as Unigov, allowed for the consolidation of governmental functions and expanded the city’s boundaries to coincide with the county. *See* Ind. Acts of 1969, Ch. 173, p. 357 (codified as amended at Ind. Code § 36-3-1-0.3 to 36-3-7-7). The structure and administration of Unigov is set forth in the Unigov statute and locally codified in the Revised Code of the Consolidated City of Indianapolis-Marion County (Revised Code). Title I of the Revised Code is entitled “Organization and Administration” and describes the structure and function of Unigov’s municipal city departments and county agencies. Under Title I, Unigov is made up of City Departments, County Agencies, and Cross-County Agencies. County Departments such as, for example, the Sherriff’s Office or the County Coroner, are led by separate elected officials (most of whom are (Indiana) Constitutional Officers and) to whom all employees employed by that Agency report either directly or indirectly. In the initial consolidation of functions, both the city and the county maintained separate HR departments. More recently, those functions have, for most Agencies been consolidated into the consolidated City-County HR department. City Departments are typically led by a director appointed by the mayor

¹⁵ Indiana Code Section 36-4-1-1, as amended, defines a first-class city as any city with a population over a certain number. Indianapolis was then and is now the only city in that category.

subject to the approval of the City-County Council pursuant to Indiana Code § 36-3-5-2. City Departments may also have a board made up of appointees selected by the mayor and by the City-County Council.

Certain City functions, most notably the provision of information technology, are controlled by a governing board. The County Information Technology Board includes a combination of officers appointed by the Mayor and the City-County Council, County constitutional officeholders, and a judicial appointee. *See* § 281-211(a)(1)-(3). The Revised Code also requires that the Board include at least two persons with senior management experience over the data processing area of an organization, who are appointed to staggered terms on an alternating basis by the Mayor and City-County Council. The Board has the power to employ or retain a Chief Information Officer, who is responsible for the planning, organization, and management of the City-County Information Services Agency. The purpose underlying this configuration is to ensure enterprise-wide compatibility and integration of information technology services across the entire City-County apparatus.

Most other City-specific functions are under the direct control and supervision of the Mayor's Office. Under Chapter 202 of the Revised Code, various City officials, including the Corporation Counsel and the Controller, are appointed by and serve at the pleasure of the Mayor. *See* § 202-101; § 202-201 and IC 36-3-5-2(d). General Ordinance (G.O.) 71, 2008 September 8, 2008, eliminated both the Department of Administration (DOA) and Equal Opportunity and its associated board and moved the Human Resources Division to the Office of Finance and Management. *See* § 202-207. This same GO moved the Office of Equal Opportunity from the DOA to the Office of Corporation Counsel. As per the Revised Code, the HR Division is vested with the following list of non-exclusive powers and duties:

- Promulgate and codify personnel policies and procedures provided such actions are not in conflict with any federal, state, or local laws;
- Recommend the hiring promotion, transfer, layoff and dismissal of any city or county employee;
- Prepare and maintain the master personnel file for each city and county employee;
- Develop and administer all personnel and management training programs for the city departments and county offices;
- Develop, administer, and coordinate a comprehensive safety program for the city and county including completion of any reports necessary for governmental compliance;
- Identify any safety violation in accordance with federal, state, or local laws which exists in any city department or county office and determine and enforce applicable safety standards;
- Perform any and all other duties related to personnel management and administration; and

- Exercise any other powers which may be granted by statute or ordinance or delegated by the mayor.

Revised Code, § 202-207(a)(1)-(21).

The Revised Code further provides that the City County Council, the Police and Sherriff's Department, the Circuit Court, the Superior Court, and the Prosecutor may perform these human resources functions with their own staff.¹⁶ The HR Division may, however, offer assistance to those offices as requested. Though not specifically provided for by the Code, the HR Division is typically led by a director who reports to the Controller and, by extension, the Mayor. However, the HR Director is not a Cabinet-level appointee. The position is typically filled through an interview process led by the Controller, though the Mayor may approve for hire the individual who is ultimately selected to lead the Division.

In practice, the HR Division is responsible for recruitment and hiring and benefits and labor/employee relations. As part of their employee relations duties, the division is responsible receiving, investigating, and resolving complaints and allegations of harassment, discrimination, and retaliation by City-County employees. OCC is empowered to assist all City departments and County agencies and to support the HR Division with these responsibilities pursuant to its general obligation to "furnish legal advice and opinions." *See* § 202-103(5). OCC also houses the Office of Equal Opportunity ("OEO"), which, along with the Equal Opportunity Advisory Board, is empowered to investigate and resolve violations of the prohibitions on discrimination contained in Chapter 581 of the Code. *See* § 581-101, *et seq.* OEO is intended to function as a local equivalent to the U.S. Equal Employment Opportunity Commission or the Indiana Civil Rights Commission by investigating public complaints of discrimination in employment against local private employers. Though it has been more active in the past, OEO currently handles relatively few complaints. Only two employees staff it, both of whom primarily handle other responsibilities for OCC and dedicate only a small portion of their time to OEO-specific work.

B. City-County Policies Relevant to This Investigation

The HR Division, with the assistance of OCC, maintains an Employee Manual which it provides to all City-County employees at the outset of their employment with the enterprise. The HR Director indicated that the HR Division endeavors to update the Employee Manual every other year and indicated that the office maintains a spreadsheet tracking all changes made since the last iteration. The current version of the Employee Manual was last revised and updated in February of 2022.

¹⁶ The Prosecutor is a state actor over which the City has no jurisdiction. Likewise the Council and the courts are separate branches of government. For statutory reasons, neither IMPD nor the Sheriff consolidated their HR with the City's HR.

The Employee Manual contains a section entitled “Non-Discrimination Policies,” which begins with a general EEO policy that reads as follows:

The City-County is committed to equal employment opportunity and affirmative action in all aspects of employment. The City-County administers all terms and conditions of employment without regard to race, color, disability, religion, sex, age, national origin, veteran status, sexual orientation, gender identity, or genetic information except when such constitutes a bona fide occupational qualification.

This practice applies to all terms, conditions, and privileges of employment including, but not limited to, recruitment, selection, promotion, demotion, transfer, layoff, recall, rehire, termination, development, and training, compensation, benefits, and retirement.

The City-County is meeting its legal affirmative action and equal opportunity mandates through the continuing implementation and monitoring of its affirmative action plan. The City-County recognizes its obligation to applicants and employees through each stage of recruiting, selection, promotion, compensation, benefits, transfer, termination, layoff, recall, rehire, development and training, and other conditions of employment. The City-County has a goal to make affirmative efforts to eliminate the existence of all artificial barriers and ensure all qualified individuals receive equal consideration in all aspects of employment within the City-County.

The City-County continues to administer, implement, and maintain affirmative action programs in a non-discriminatory manner. The Human Resources Division maintains and administers this program with support from the Office of the Mayor. While the overall authority for carrying out this policy is assigned to the Human Resources Director, an effective Equal Employment Opportunity program cannot be achieved without the support of supervisory personnel and employees at all levels.

An employee who feels that they have been subjected to discrimination has a responsibility to report it to the Human Resources Division.

The City-County also maintains a Workplace Harassment Policy, which identifies and prohibits harassing behavior on the basis of any protected characteristic, including gender. The Workplace Harassment Policy states in relevant part:

The City-County is committed to providing a work environment that is pleasant, healthy, comfortable, and free from intimidation, hostility, or harassment of any kind. Sexual harassment, along with other types of harassment based on an employee’s race, color, disability, religion, sex, age,

national origin, veteran status, sexual orientation, gender identity, or genetic information is prohibited by the City-County and applicable law.

The City-County takes sexual harassment very seriously. In 2019, the City County Council passed an ordinance, found in Section 293-304, that requires all supervisors to take biennial sexual harassment training.¹⁷

Definitions: Harassment is unwelcome and objectionable conduct that prevents an individual from effectively performing the duties of their position or creates an intimidating, hostile, or offensive working environment. Harassment can result from a broad range of actions, which might include, but are not limited to, the following:

1. Unwelcome sexual advances or any verbal or physical conduct of a sexual nature toward customers/visitors, supervisors, or employees;
2. Ethnic jokes;
3. Religious slurs;
4. Degrading or slang terms;
5. Insulting or degrading jokes, comments, or references to a person's mental or physical capabilities whether work-related or personal;
6. Insulting or degrading jokes, comments, or references about a person's race, color, disability, religion, sex, age, national origin, veteran status, sexual orientation, gender identity, or genetic information.

Sexual harassment is defined for purposes of this manual as unwelcome sexual advances, requests for sexual favors, other verbal or physical conduct, or other forms of communication (e.g., e-mail, Internet, etc.) of a sexual nature when:

1. Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting such individual; or

¹⁷ On August 19, 2024, Mayor Joe Hogsett issued Executive Order No. 1, 2024, which mandates that all employees must attend annual interactive harassment awareness and prevention training. We recommend that this requirement be included in the next version of the Employee Manual.

3. Such conduct has the effect of creating an intimidating, hostile, or offensive work environment.

An intimidating, hostile, or offensive work environment may include, but is not limited to, such conduct as:

1. The display or communication (e.g., print media, e-mail, Internet, mobile phone, or any other electronic device) of sexually oriented photographs, pictures, drawings, cartoons, etc.;
2. Sexually degrading or suggestive words, jokes, messages, or insults verbally, in print, or any electronic format;
3. Comments regarding an individual's private life or sexual preference;
4. Graphic commentary about an individual's body;
5. Implicit or explicit propositions or requests for sexual favors;
6. Physical contact or gestures of an inappropriate or sexual nature.

The Employee Manual also sets forth the procedure which a City-County employee should follow to report an incident of harassment. The procedure is outlined below:

Any employee who becomes aware of an incident of harassment, whether by experiencing the incident, witnessing the incident, or being told of it, should report the incident to their immediate supervisor or any representative of management, including a department director, county agency head, or Human Resources representative, with whom they feel comfortable.

The City-County is responsible for promptly and thoroughly investigating all allegations of harassment, including sexual harassment. Any employee found to have harassed another employee will be subject to corrective action up to and including discharge. The City-County will also take any additional action necessary to appropriately remedy the situation. All supervisors and managers are responsible for knowing and complying with this policy. Any manager or supervisor who is aware of possible harassment or sexually offensive conduct, or who has received a complaint of harassment, should contact the Human Resources Division. An investigation will be initiated. Once the investigation is complete, the supervisor or manager, in conjunction with Human Resources, is responsible for discussing the findings with the complaining party and alleged harasser and for taking appropriate corrective action. Corrective action may be taken against the supervisor or manager for failure to comply with this policy.

The City-County does not condone false accusations of harassment. If the allegations are found to be made in bad faith, appropriate corrective action will be taken.

Confidentiality: All attempts are made to protect the privacy of the parties involved. The City- County treats allegations of harassment seriously and with confidentiality. All employees are expected to do the same. To avoid embarrassment in discussing sensitive matters, complaints are treated in strict confidence, and only those people with a “need to know” will be involved in the investigation. It may be necessary in the course of the investigation to disclose the name of the person making the complaint so a fair investigation can take place. However, under no circumstances will the City-County permit retaliation in any fashion against the complaining employee or others for raising or confirming the accusation of harassment. Records of an employee’s complaint relating to harassment are not kept in that employee’s personnel file.

Employees who fail to conduct themselves appropriately will be subject to corrective action, up to and including discharge.

Retaliation against any employee who makes a complaint or participates in an investigation pursuant to this policy is prohibited.

In conclusion, all employees are responsible for conducting themselves in a manner that ensures others are able to work in an atmosphere free from harassment.

In addition to its prohibitions on discrimination and harassment, the City-County also maintains Standards of Conduct for City-County employees which are intended to “assist in maintaining trust and confidence in the City-County and its operations.” Relevant to this investigation, the following types of conduct are prohibited pursuant to this Policy:

- Use of loud, vulgar, profane, abusive, threatening, and obscene language;
- Discourtesy or dishonest conduct;
- Engaging in unbecoming conduct or committing any act while on or off duty that would tend to discredit or cause the public to lose confidence in the City-County; and
- Immoral, unprofessional, threatening, or disruptive behavior while on duty.

Finally, the City-County maintains a Non-Fraternization Policy which is meant to, among other things, act as a supplement to the Workplace Harassment Policy to prevent uncomfortable working environments within the City-County enterprise. The Policy states as follows:

While the City-County does not wish to unjustly interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the City-County’s operations.

The City-County strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. Although this policy does not prevent the development of friendships or romantic relationships between coworkers, it does establish clear boundaries regarding relationships during working hours and within the working environment. Individuals in supervisory relationships or other influential roles, such as employees who have access to confidential information, are subject to more stringent requirements under this policy due to their status, access to sensitive information, and ability to influence the business operations of the City-County.

To prevent unwarranted sexual harassment claims, uncomfortable working environment or relationships, morale problems among other employees, and even the appearance of impropriety, employees with access to confidential information, managers, and supervisors of the City-County are strictly prohibited from engaging in consensual romantic or sexual relationships with any employee under their management or supervision. Managers and supervisors are strictly prohibited from engaging in consensual romantic or sexual relationships with other managers or supervisors within the same department, agency, office, or division.

This policy is intended to supplement the Workplace Harassment Policy, which is reinforced in the Standards of Conduct.

Procedure:

- Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person, while anywhere on City-County premises, whether during working hours or not.
- Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace, or violate local, state, or federal law. An exception to this principle, however, is romantic or sexual relationships between supervisors, managers, and direct reports. If the off-duty conduct of any employee creates problems within the workplace the employee is subject to disciplinary action.

Supervisors and managers, or anyone else in sensitive or influential positions must disclose the existence of any relationship with another coworker that has progressed beyond a platonic friendship. Disclosure may be made to their **immediate supervisor or the Human Resources Director**. This disclosure will enable the City-County to determine whether

any conflict of interest exists because of the relative positions of the individuals involved, and what, if any, action will be taken.

- Where issues or potential risks are identified, the City-County will work with the parties involved to consider options for resolving the issues. Reallocation of duties, transfers, and separation from employment are among the options that may be considered and taken by the City-County.
- All supervisors and managers are responsible for knowing and

Conclusion:

Known information confirms Complainant 1 did not file administrative claims with the Equal Employment Opportunity Commission, the Indiana Civil Rights Commission, or the City-County's Office of Equal Opportunity—none of which require a lawyer to make a report.

complying with this policy. Any manager or supervisor who is aware of a possible violation of this policy, or who has received a complaint of a violation, should contact the Human Resources Director.

Any employee who becomes aware of an incident in violation of this policy, whether by experiencing the incident, witnessing the incident, or being told of it, should report the incident to their immediate supervisor or any representative of management, including a City department director, County agency head, or Human Resources representative, with whom they feel comfortable. Under this provision, there shall be no retaliation or any form of adverse action toward an employee who experiences or witnesses an incident and reports it in good faith.

Conclusion:

Known information confirms Complainant 2 did not file administrative claims with the Equal Employment Opportunity Commission or the Indiana Civil Rights Commission—neither of which require a lawyer to report allegations of sexual harassment.

C. Onboarding Process and Review of Policies

Conclusion:

For the period 2016 through 2024, the City-County's HR Division reporting systems provided legally sufficient support for City-County employees experiencing unprofessionalism, bullying, confrontational, sexual harassment, and other behaviors.

However, numerous factors influenced Complainant 2's decision on when and how to report her allegations against Respondent.

At the outset of their employment, City-County employees are provided with a copy of the City-County HR Employee Manual which describes the process by which employees can make complaints to HR. Before 2024, employees were shown a 13-minute video describing sexual harassment and outlining the complaint process but did not receive training at regular intervals thereafter. Manager-level employees, including elected and appointed officials, had to complete a 2-hour anti-harassment training which consisted of one hour of in-person instruction and another hour online through Lessonly, a third-party provider of discrimination and harassment training. In 2024, the Mayor issued an Executive Order mandating that all

City-County employees participate in this longer training and the Director has implemented that mandate into the orientation program.

Outside of orientation, HR sends out monthly newsletters to City-County employees, though these do not necessarily contain information on the process by which those employees can report sexual harassment complaints, but it maintains visibility and contact from the HR Department. The HR Employee Manual containing the sexual harassment complaint process is available on the City-County online Intranet for employees to review. The City-County also displayed in the workplace all legally required posters relating to workplace discrimination and harassment which notifies employees of their rights and the processes to report workplace discrimination, harassment, and retaliation. The HR Director is not aware of any other mechanisms by which HR notifies City-County employees of the availability of the complaint-reporting procedures and processes.

D. HR Acuity/Speakfully Reporting System

In November 2024, the HR Division retained HR Acuity, a provider of HR management and employee relations software, to develop and implement an online anonymous reporting system which City-County employees can use to report allegations of harassment, discrimination, and retaliation. HR Acuity completed this project and the software is live and available to City-County employees as of the writing of this report.

The HR Acuity Platform, through its anonymous reporting software, Speakfully, provides two methods by which employees can anonymously report harassment or discrimination. The first is a web-based reporting tool which employees can access by scanning a QR code or typing in a URL provided by the HR Division. The employee is then prompted to answer a series of questions regarding the incident at issue. This initial process takes the employee approximately five minutes, as the questions are intentionally streamlined to ensure there is no drop-off by the reporting party.

Once the employee completes the questions, the software generates a “ticket” which is submitted to the HR Division. The other reporting method is a hotline which is staffed by a team of HR Acuity employees who ask the employees the same series of questions over the phone and then input the information manually into the Speakfully system. This too results in the generation of a ticket which can be accessed by an HR employee through the HR Acuity platform.

Once they submit a report, employees can provide their email to receive notifications from Speakfully regarding their submission. The HR team member who accesses the employee’s ticket is not able to see their email within the system. Alternatively, if the employee elects not to provide an email address they can log back into the system to view the status of their report. The employee can do so through a unique key code which is generated upon the submission of their complaint. If the employee makes a complaint through the hotline, the key code will be provided to them by the hotline agent.

Conclusion:

Investigators did not receive any relevant anonymous reports through the HR Acuity platform or Speakfully system during this Investigation.

Known information confirms only three (3) allegations had been raised against Respondent—one before the City-County employed him; one during his employment with the City-County; and one raised after he resigned from the City-County.

Reports are uploaded to the HR Acuity platform, where members of the HR team can review them, convert them into case types, and assign them for handling. For cases involving harassment and discrimination, the assigned HR team member can continue to communicate with the complainant anonymously through the platform to gather information from them related to their complaint. The team member can then save any information received, including testimony and documents, in the HR Acuity system. The system provides the team member with the option of adding a legal advisor to the investigation team to review investigation results or recommended courses of action. If the case is serious enough to warrant the retention of an outside

investigator, the assigned HR team member can provide appropriate information and then mark the matter as “outsourced.”

Conclusion:

The HR Acuity platform and Speakfully system provides City-County employees and others a state-of-the-art anonymous reporting system.

We recommend the City-County maintain HR Acuity and Speakfully as part of the HR complaint reporting systems for the foreseeable future.

HR Acuity provided the HR Division with four weeks of training on the use of its software and the Speakfully system. This training consisted of four one-hour sessions which were recorded in case team members need to refer to certain sessions in the future. The first session focused on how to review tickets and convert them to employee relations cases. The second session focused on how to convert tickets into investigations. The remaining sessions focused on back-end settings. At the conclusion of the trainings, HR Acuity provided the HR Division with a Speakfully poster and PDF which describes what

Speakfully is used for. HR Acuity typically recommends that clients print out the poster and provide it to employees.

E. The HR Division's Complaint-Handling and Investigatory Process

The current Director of the HR Division ("HR Director") has been employed in some capacity with that office since 2008. At that time, she served as an Employee Relations Consultant and was the first point of contact for complaints of harassment and discrimination filed by City-County employees. She served as the primary factfinder by gathering documents and other materials relevant to the allegations and conducting witness interviews. She would then work with the then director to finalize a report documenting the results of the investigation and recommending corrective action. The HR Director worked with OCC in this capacity by seeking guidance on the final report. At the conclusion of this process, the HR Director would communicate the outcome of the investigation to the complaining party and work with the offending party's direct supervisor to implement any discipline.

From 2008 to 2019, the current HR Director worked under three different HR directors and the investigatory process for complaints of harassment and discrimination remained largely unchanged. In 2019, the City-County hired a new HR Director who changed the process somewhat by introducing new template memorandums which members of the employee relations team would use to describe findings of fact and set forth recommendations for corrective action. There have been no further changes since that time. At the conclusion of an HR investigation, the final report is stored in a locked filing cabinet within the HR office along with any other materials produced or collected over the course of the investigation.

Prior to 2024, only new City-County employees and supervisors received training on the City-County's anti-harassment policies. The training session occurs in two (2) parts, each taking about thirty (30) minutes to complete. The last updates to City-County employment policies occurred in 2022 and 2024, respectively. We recommend the HR Division takes the following actions:

- Update all anti-harassment, anti-discrimination, retaliation, and non-fraternization policies and associated reporting systems. Include website content, employee portals, and physical workplaces for postings and information on reporting methods.
- Update all training modules for leadership, supervisors, managers, and employees to ensure these fully support the City-County in implementing, monitoring, and ensuring compliance with its anti-harassment, anti-discrimination, retaliation, and non-fraternization policies and associated reporting systems.
- Implement a training tracking system of training completed by elected or appointed officials and City-County employees with mechanism to ensure timely completion.
- Create HR training module for any incoming elected or appointed officials and employees hired by them to complete within first 10 days.

As part of our investigation, we conducted an interview of the Chief Counsel for personnel and employment law with OCC, who interacts frequently with the HR Division in an advisory and support capacity for purposes of harassment and discrimination investigations. The Chief Counsel described the current relationship between OCC and HR as “organic.” HR staff can call or message the Chief Counsel, as well as other attorneys in OCC, with personnel questions or questions which arise during HR investigations. The process by which HR staff can contact OCC is informal and includes calls, e-mails, and occasional in-person communication (due to the proximity of the two departments within the City-County building). The Chief Counsel also sends updates to members of the HR staff when there is a change in relevant law with respect to issues germane to human resources of employment, including specifically anti-harassment and anti-discrimination laws.

The Chief Counsel described that most harassment complaints come through the HR office, and that in many cases OCC will not hear about them or become involved in the disposition thereof. Only where the allegations are more serious and require a substantive investigation will OCC become involved in an advisory capacity. In the latter case, the HR Division will conduct an investigation and produce an investigation report which is sent to the Chief Counsel, and in some cases the City-County’s Corporation Counsel, for review. Lawsuits or administration charges filed through the EEOC or ICRC alleging harassment or discrimination by a City-County employee are forwarded directly to OCC and assigned to a member of the Litigation Section for handling.

The Chief Counsel advised that OCC is involved with complaints filed through the City-County’s Office of Equal Opportunity (“OEO”). She indicated that OEO does not receive many complaints, and that OCC only becomes involved if the OEO Administrator has a specific question. She indicated that she is generally aware of the administrative structure of OEO, including that office’s Board of Review, but her understanding is that the Board has not been regularly active in recent years and it is sometimes difficult to have enough members for quorum.

V. Findings and Recommendations

A. Findings Regarding Mayor Hogsett and His Administration’s Handling of Complaints Against Respondent.

Mayor Hogsett and his administration’s response to the complaints against Respondent complied with relevant law and did not violate City-County policy.

A few common considerations affect the premise of all our determinations. First, we found, given the passage of five to nine years since the underlying events, every witness interviewed (including Complainants 1 and 2) had faded, and sometime conflicting, memories regarding the relevant facts. This is normal and expected to no fault of any witness. Second, while various information related to the claims against Respondent have arisen over the course of the past five to nine years, this investigation must only consider what was known and presented at the time of each complaint—not impute current knowledge on any witness’ past state of mind. It also considers environmental and cultural impacts at the time such as the pandemic and #MeToo movement. Third, harassment and discrimination based on sex is distinct from general harassment not based on sex or inappropriate conduct engaged in mutually.

Conclusion:

Complainant 1 did not fall under City-County policy as she and Respondent were not City-County employees at the time of the alleged conduct.

Mayor Hogsett's referral of the matter to HCI for investigation was reasonable under the circumstances and went beyond legal requirements as Complainant 1 was also not an employee of HCI.

Mayor Hogsett knew Complainant 1 notified IDP (her employer) of her allegations against Respondent.

Known information confirms Mayor Hogsett did not control or direct how Attorney Terrell conducted the HCI investigation.

IDP's actions (or omissions) regarding Complainant 1's allegations fall outside the scope of GR 41.

Until 2023, no allegation of sexual harassment or assault had been raised by any Complainant. Rather, Complainant 1 had raised an allegation of a kiss and what was described at the time as a mutually romantic relationship, albeit inappropriate due to the workplace relationship.¹⁸ Additionally, the 2020 allegations involving Employee A pertained to the City-County's Non-Fraternalization Policy. Finally, this investigation ***does not condone*** Respondent's conduct in any way. Rather, it is limited to an investigation of the City-County's response to Complainant 1 and 2's allegations and a review of City-County policies regarding sexual harassment related reporting and investigation procedures as tasked by GR 41. It bears noting that every current and former witness interviewed during this Investigation conveyed compassion and care towards Complainants 1 and 2.

While Complainants 1 and 2 challenge the existence, timing, and integrity of the investigations into their raised complaints, the response by Mayor Hogsett and his administration was legally sufficient and reasonable under the circumstances. With respect to the first complaint raised by Complainant 1, the investigation by HCI does not fall within the scope of this Investigation, nor do we opine upon it. However, it was appropriate for the campaign—as

opposed to the City-County through the Hogsett administration—to handle Complainant 1's allegations since she was not then, and never was, a City-County employee. We also do not opine on IDP's handling of Complainant 1's allegations (raised nearly two years after her resignation from IDP) as this falls outside the scope of this Investigation.

¹⁸ Complainants 1 and 2 assert that given Respondent's supervisory position and position of power in their workplaces, while they may have consented to a mutual relationship with Respondent at certain times, in hindsight, they each believe consent could not have been possible given Respondent's supervisory position. However, the law does not recognize consent in the sexual harassment context as voided by the nature of the other actor's job position.

Conclusion:

Although opining on Attorney Terrell's investigative methods and ultimate conclusions fall outside the scope of GR 41, Investigators note no evidence of bias or prejudice by Attorney Terrell surfaced during this Investigation.

Conclusion:

Known information confirms Attorney Terrell did in fact conduct the 2017 investigation between October 3, 2017, and October 27, 2017, and authored his 2017 Report on or before October 27, 2017.

Conclusion:

Not notifying Complainant 1 in or near 2017 of the fact of the investigation or its conclusions reasonably placed the fact of the investigation and 2017 Report into question.

However, Mayor Hogsett not discussing the investigation after referral of the matter to legal counsel was not unreasonable.

Conclusion:

Although Mayor Hogsett issued the 2017 directive to Respondent, no HR monitoring mechanism had been created to ensure Respondent's compliance.

Whether this had been reasonable under the circumstances is outside the scope of GR 41.

As a general matter, this Investigation notes it is not uncommon for a governmental agency (or private business) to refer allegations of wrongdoing to a third-party law firm for investigation and recommendation. Oftentimes, an external investigation assures decision-makers the allegations have been independently considered with recommendations tailored to the entity's policies and industry standards. Consideration of the decision to refer matters to Attorney Terrell for investigation should be viewed through this lens. Further, known information confirms Attorney Terrell conducted all investigations and consequential reports with integrity, without bias or prejudice, and according to appropriate ethical standards. With the state of information known at the time of each report, we also determine Attorney Terrell's recommendations were reasonable and fair. While Complainant 1 takes issue with whether the law firm spoke with her during the investigation, we do not opine on the appropriateness of that decision; however, we note (in general) that attorneys act within professional rules of conduct and often consider the spirit of those in decision-making. Further, Complainant 1 made known in 2017 that she would not file a formal report or talk to an attorney affiliated with the City without having her own attorney, which she publicly stated she would not retain. Under these circumstances, Attorney Terrell's decision to rely upon all information Complainant 1 had shared (and publicly posted) appears reasonably based particularly since no evidence of him being biased or prejudiced has been found.

With respect to Complainant 2's allegations, the 2020 investigation findings and Mayor Hogsett's decisions as to consequences were reasonable. To be clear, at the time of the 2020 investigation, no allegation of sexual harassment or assault by Respondent during City-County employment had been alleged. Rather, Complainant 1 claimed Respondent repeatedly "crossed boundaries" in his interactions with her, including a mutual kiss and remarks about her attractiveness. Complainant 1's allegations *did not trigger any legal requirements*

Conclusion:

Mayor Hogsett's 2017 City-County employment directive to Respondent exceeded any legal requirements. Specifically, it prohibited Respondent from having any non-work personally intimate relationship with female City-County employees. This constituted a higher standard than the City-County's Non-Fraternization Policy.

Conclusion:

Lack of relevant information prevents this Investigation from opining on whether it was reasonable for Mayor Hogsett to allow Respondent to resign at a later, undefined date so that he could complete pending City-County large-scale economic development projects.

Stale memories impact our ability to easily discern what Respondent worked on for the 68-days and we are unable to gauge the reasonableness of the decision that he stay-on to complete that work.

Conclusion:

The City-County's HR systems and policies were sufficient at all relevant times as they met legal requirements and reflected similar practices and standards for that time.

for the City-County as the matter did not (and could not) constitute a sexual harassment complaint reportable under the City-County's sexual harassment policy. As mentioned earlier, Mayor Hogsett's directive to Respondent (as an employee of the City-County at the time Complainant 1 made her initial report) to not have personal relationships with female co-workers went above and beyond any legal requirement imposed on the City-County. While some criticism could be made of not memorializing the directive in Respondent's personnel file or in HR, the fact remains that the allegations did not arise in the context of the Respondent's employment with the City-County and OCC had knowledge of the 2020 Report's findings and recommendation (a fact confirmed in our investigation). That said, known information confirms no HR mechanism had been in place to monitor Respondent's compliance with Mayor Hogsett's 2017 directive, other than Mayor Hogsett's own knowledge of the situation.

Regarding decision-making after the 2020 Investigation, stale memories of witnesses estop reaching any conclusion as to whether it was reasonable to allow Respondent to complete pending City-County large-scale economic development projects before his resignation. Identifying what Respondent worked on during those 68-days remains unknown and cannot be easily learned. It would require a rather extensive review of records to try to uncover and may not be fully discernible.

While the administration allowed Respondent to resign as opposed to face termination and allowed Employee A to continue in her position, these decisions are not inconsistent with the law. Indeed, given the relationship that violated the Non-Fraternization Policy had been consensual and not reported by either participant, it would be reasonable to expect a more cooperative departure. However, the

fact Respondent knowingly violated the 2017 directive places would reasonably cause the City-County's decision to be questioned.

We further find that the HR policies and systems in place had been sufficient at all relevant times as they met legal requirements and reflected similar practices and standards for that time. One cannot measure a system's legal compliance or effectiveness by the time within which an employee reports misconduct. This is particularly true in sexual harassment cases which inherently involve very personal concerns that can greatly impact whether an individual feels comfortable reporting the conduct at all.

Finally, this report does not intend to, nor should it be construed as, examining, or making determinations as to whether Respondent complied with any applicable legal requirements after departing the City. The Investigators recommend that OCC review this issue in greater detail to determine whether the matter should be referred to another governmental agency and to identify action steps to minimize potential for City-County employees to negotiate contracts while employed at the City-County for personal benefit or gain.

Nonetheless, this Investigation identifies options for the Committee's consideration in the next Section, which all intend to support improvement of the City's anti-sexual harassment policy and procedures to handle alleged violations more effectively.

B. Recommendations For Changes to City-County Human Resources Structure and Reporting and Investigations Procedures and Processes.

i. Intermittent Appointment of Temporary, Ad Hoc Inspector General As Needed.

a. What is an Inspector General?

Historically, federal, state, and local governments have enacted laws and ordinances to create an oversight division called an Inspector General Office ("IGO") or Office of Inspector General ("OIG"). The purpose of an IGO/OIG is typically to eliminate waste, fraud, abuse, mismanagement, or violations of the law by investigating complaints and conducting audits and then generate findings, identify appropriate remedial options, and provide recommendations to government decision-makers or the public.

An IGO/OIG needs to be structured to ensure jurisdiction over all officers (elected and appointed), employees, and others having or desiring to secure a business relationship with the governmental branch or agency. As a creature of statute, an IGO/OIG must be specific regarding its purpose, organization, powers and authority, and related operational areas. It must also be funded at levels that allow it to function as intended.

An IGO/OIG can be appointed on a temporary ad hoc basis to investigate allegations of sexual harassment, sex-based discrimination, or retaliation against elected and appointed officials in both the executive and legislative branches of the government.

As the City-County likely does not receive sufficient sexual harassment, sex-based discrimination, or retaliation complaints for we recommend that City-County Council considers establishing an IGO/OIG on a case-by-case basis where allegations are made against those categories of officials listed in Subsection b below.

In Subsection c below, we provide a summary of different IGO structures at a federal, state, and local level to support the Investigative Committee in discussing the option of creating an IGO/OIG.

b. Recommendation on Creating an Office of Inspector General for Indianapolis City-Marion County.

We conducted reviews of the relevant IGO/OIG in cities including Dallas, Texas; Chicago, Illinois; Cleveland, Ohio; Columbus, Ohio; Louisville, Kentucky; Philadelphia, Pennsylvania; Kansas City, Missouri; and St. Louis, Missouri. Based on our review of these various IGO/OIG structures and the current organization of Indianapolis City-Marion County government, we recommend appointment of an Office of Inspector General (OIG) comprised of the following core positions:

- Inspector General – This would be an appointed position responsible for the overall operation and management of the OIG and its two (2) divisions depending on the nature of the complaint or allegation on which the appointment is premised.

Note: OIG's jurisdiction would not include oversight of the judiciary branch.

- Deputy Inspector General – Executive Division

This position would be responsible for overseeing OIG jurisdiction over executive branch officers (elected and appointed), employees, and third-parties holding (or seeking) business relationships with the City. This would include:

- All positions under Revised Code Chapters 201, 202, 203, 226, 231, 241, 271, 281, 282, 283; and,
- Any position within the executive branch not specifically included with the foregoing chapters that are compensated through the executive branch offices, departments, commissions, agencies, or other budgets, unless otherwise excepted.
- Anticipated exceptions: Public Safety; Transportation; Port Control.

- Deputy Inspector General – Legislative Division

This position would be responsible for overseeing OIG jurisdiction over legislative branch officers (elected and appointed), employees, and/or third-parties holding (or seeking) business relationships with the City.

- All positions under Revised Code Chapters 151; and,
- Any position within the legislative branch not specifically included with the foregoing chapters that are compensated through the executive branch offices, departments, commissions, agencies, or other budgets, unless otherwise excepted.
- Anticipated exceptions: Independent municipal corporations in Sec. 102.9.

Input needed in the following areas before drafting legislation:

Input Area	To Consider
Appointment Process for Inspector General Position	<ul style="list-style-type: none"> - Bipartisan process utilizing either national executive search firm or local bar associations to create appointment list of qualified individuals
Appointment Term for Inspector General Position	<ul style="list-style-type: none"> - Temporary terms for length of time required to complete investigation into specific incident if IGO/OIG established on <i>ad hoc</i> basis per recommendation - <u>Term length</u>: 4 to 6 years appears standard in permanent positions in comparable cities and counties - Length provides uniformity - Term limit or not
Inspector General Position's Power to Hire Deputy Inspector Generals (or not)	<ul style="list-style-type: none"> - Provides support to IG to assemble own team - Removes opportunity for bipartisan appointments to these deputy positions
OIG Jurisdiction	<ul style="list-style-type: none"> - Could be only sexual harassment - <u>Other potential areas for OIG jurisdiction</u>: corruption, fraud, waste, mismanagement, unlawful political discrimination, law enforcement, or misconduct in the operation of City-County government
Budgetary Authority	<ul style="list-style-type: none"> - Any practical implications from budget perspective given Executive Division and Legislative Division?
Internal Reporting Requirements: Mayor & City-County Council	<ul style="list-style-type: none"> - Timing - Content - Report recipients
Coordination with Chapter 202, Article II, Section 202-207 Human Resource Division	<ul style="list-style-type: none"> - Establishing OIG would not require modification of Ordinance creating Human Resource Division in Mayor's Office of Finance and Management. - Policies, resources, and webpage regarding policy complaints, investigations would need to be revised to align with OIG role and responsibilities.

c. Examples of IGO/OIG – For Investigative Committee’s Review

1. Federal Level

The Equal Employment Opportunity Commission Office of Inspector General (“EEOC-OIG”), established by the U.S. Congress has jurisdiction to:

- Improve the EEOC’s economy, efficiency, and effectiveness through an Audit program of EEOC programs, operations, and activities.
- Oversee the EEOC’s management, effectiveness, and efficiency of programs through evaluations and special assessments.
- Detect and prevent fraud, waste, and abuse in EEOC programs and operations through its Investigative program, which includes operation of a hotline for employees or the public to report suspected fraud, waste, and abuse.

We do not recommend a “policy” focused structure as its jurisdiction would be defined by subject-matter, person(s) affiliation with the City-County (i.e., appointed, elected, etc.) and triggered by referral from the HR Division or OCC.

2. State Level

A. State of Indiana – State Office of Inspector General

In 2005, the State of Indiana established a State Office of Inspector General with authority to address fraud, waste, abuse, and wrongdoing of agencies. The term “agency” does not include the judicial branch nor the legislative branch. The Governor appoints the Inspector General to a term expiring with the Governor’s term, or vacancy of office. One must be licensed to practice law in Indiana to qualify for the position. Neglect of duty, misfeasance, malfeasance, or nonfeasance constitute grounds for removal from the appointment.

The Inspector General has the power to:

- Recommend policies and carry out activities to deter, detect, and eradicate fraud, waste, abuse, mismanagement, and misconduct in state government.
- Receive complaints alleging an ethics violation; bribery; official misconduct; conflict of interest; profiteering from public service; violation of executive branch lobbying rules; or violation of purchasing laws or rules.
- Initiate, supervise, or coordinate an investigation;
- Upon reasonable cause to believe a crime has (or is) occurring, report the suspected crime;
- Adopt certain rules;
- Train all covered employees on the code of ethics;
- Provide advice or advisory opinions;

- Recommend legislation;
- Submit annual reports detailing the Inspector General’s activities;
- Issue subpoenas, administer oaths, examine witnesses under oath, examine records and documents maintained by an agency, pursue contempt of court;
- Prepare reports summarizing each investigation’s results (stated as required);

Elements of the IG function at the State Level should be considered for inclusion in legislation defining the City-County’s IGO/OIC authority.

3. Local Level

A. Within the State of Indiana

No local level inspector general offices appear to exist in the State of Indiana, at present.

i. City of Chicago OIG

The City of Chicago established its OIG through M.C.C. Chapter 2-56¹⁹ with specific organization, qualification, jurisdiction, and authority as follows:

- OIG’s specific purpose is to detect, deter, and prevent corruption, fraud, waste, mismanagement, unlawful political discrimination, or misconduct in the operation of County government.
- The Inspector General position operates and manages the OIG with the following authority:
 - To receive complaints and information regarding misconduct, inefficiency, and waste within the city government;
 - To investigate governmental officers, employees, functions, and programs (based on complaints or on the Inspector General’s own initiative;
 - To review city government programs to identify inefficiencies, waste, or potential misconduct and make recommendations for their elimination;
 - To report investigation and audit results to the applicable jurisdictional authority;
 - To request information related to an investigation, audit, or program review;
 - To conduct public hearings, where appropriate;
 - To promulgate rules for conducting investigations and public hearings to meet due process and equal protection requirements;

¹⁹ https://codelibrary.amlegal.com/codes/chicago/latest/chicago_il/0-0-0-2599794#JD_2-56-010

- To administer oaths and examine witnesses under oath;
- To issue subpoenas to compel witness testimony or duplication/inspection of documents or items;
- To work with the law department to retain counsel to enforce/defend against subpoenas;
- To engage in activities authorized by and carried out under the direction of the State or County Attorney General or the US DOJ;
- To receive and address complaints of sexual harassment against:
 - All elected and appointed officers in city government;
 - All city employees;
 - Lobbyists engaged in lobbying elected or appointed city officers or employees;
 - All contractors and subcontractors providing goods or services to the city, city council, and any city council committee;
 - Persons seeking contracts or certification of eligibility for contracts with the city, city council, or any city council committee;
 - Persons seeking certification of eligibility for participation in any city program;
 - Any corporation, trust, or other entity established by the city for limited purpose of issuing obligations for the benefit of the city.
 - Regarding any sexual harassment complaint received, the Inspector General may after reviewing that complaint:
 - Decline to open an investigation if the complaint lacks foundation or does not relate to sexual harassment;
 - Refer the matter to the appropriate authority if the potential violation is minor and can be resolved internally as a personnel matter; or
 - Open an investigation.
 - Note: the Board of Ethics with the investigating authority must establish rules for criteria that is used to determine whether a sexual harassment complaint is minor.
 - The Inspector General has 2-years to complete an investigation into a sexual harassment complaint.

- The Inspector General must issue a summary report of any investigation, with supporting materials to the ultimate jurisdictional authority. The report must include:
 - A description of the complaint;
 - The misconduct, inefficiency, or waste observed or discovered in the investigation;
 - Recommended remedial action(s);
 - Other information deemed relevant to the investigation or recommendations.
- The ordinance also provides specific confidentiality protections, promulgates a duty of cooperation, and prohibits retaliation.
- Certain quasi-criminal penalties exist for obstructing or interfering with an investigation or false claims.
- OIG employees, including the Inspector General are prohibited from political activities.
- Selection of the Inspector General depends upon the circumstance. For reappointment of an incumbent, the Mayor reappoints subject to City Council's approval. If not approved, a Selection Committee is created consisting of five (5) members (the Mayor selects three (3) members and the Chair of the Committee on Ethics and Government Oversight selects the remaining two (2) members). If either the Mayor or Committee does not select, they waive that right and the other appoints the allotted members. The Selection Committee selects and engages a qualified national executive search firm (within 45 days) who identifies a pool of ten (10) candidates within sixty (60) days. The Selection Committee then reviews the candidates and recommends one (1) or more to the Mayor, with concurrence of at least four (4) members. The Mayor has thirty (30) days to appoint from those recommended. The ordinance also has a process should the Mayor reject the recommended candidate(s).
- During a vacancy in the Inspector General position, General Counsel assumes the role of Interim Inspector General in addition to the General Counsel role until the vacancy is filled. If both positions are vacant, the Deputy Inspector General for Public Safety assumes the role of Interim Inspector General.
- The Inspector General position is appointed to a four (4) year term.

We highly recommend consideration of this OIG structure, customizing it to the Indianapolis City-Marion County's objectives and values.

2. Cook County, IL OIIG

Cook County established its Office of Independent Inspector General (“OIIG”) through Cook County Code of Ordinances Section 5²⁰ with specific organization, qualification, jurisdiction, and authority as follows:

- OIIG’s stated statutory purpose is to detect, deter, and prevent corruption, fraud, waste, mismanagement, unlawful political discrimination, or misconduct in the operation of County government.
- The Independent Inspector General position operates and manages the OIIG with the following authority:
 - To receive complaints²¹ and information regarding corruption, fraud, waste, mismanagement, unlawful political discrimination, and misconduct in the operations of county government;
 - To investigate corruption, fraud, waste, mismanagement, unlawful political discrimination, and misconduct in the operations of county government either based on complaints of on the Independent Inspector General’s own initiative;
 - To promulgate rules for conducting investigations to meet due process and equal protection, the right against self-incrimination requirements;
 - To request information and conduct interviews under oath with County employees, officials, agents, contractors, subcontractors, licensees, grantees, or persons or businesses seeking County contracts, grants, licenses, or certificates of eligibility for County contracts to investigate corruption, fraud, waste, mismanagement, unlawful political discrimination, or misconduct;
 - To subpoena documents or testimony related to an investigation;
 - To review past, present, and proposed County programs, accounts, records, contracts, and transactions;
 - To prepare confidential summary reports and recommendations for corrective action. The report must include:
 - A description of the complaint;

²⁰https://library.municode.com/il/cook_county/codes/code_of_ordinances?nodeId=PTIGEOR_CH2AD_ARTIVOFEM_DIV5INGE

²¹ Statute requires all complaints be certified as “true and correct, except as to matters stated therein to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.” C.C.O. Sec. 2-284(1)(b).

- The illegal conduct, corruption, fraud, waste, mismanagement, unlawful political discrimination, misconduct, or inefficiencies observed or discovered in the investigation;
 - Recommended remedial action(s);
 - Other information deemed relevant to the investigation or recommendations.
- To notify appropriate law enforcement authority where possible criminal conduct suspected or determined to have occurred;
- To notify the county Board of Ethics if a violation of the county's ethics ordinance is determined;
- To create and maintain a toll-free "Office of the Independent Inspector General Hotline" to receive reports of corruption, fraud, waste, mismanagement, unlawful political discrimination, and misconduct. Caller's identity to be kept confidential during/after investigation unless caller consents to disclosure of name, or as otherwise required by law.
- To appoint, employ, remove OIIG personnel subject to budgetary allocation;
- To provide recommended budget annually;
- To provide regular reports.
- The ordinance also provides specific confidentiality protections, promulgates a duty of cooperation, and prohibits retaliation.
- Certain quasi-criminal penalties exist for obstructing or interfering with an investigation or false claims.
- Selection of the Inspector General depends upon the circumstance.
- Initial Statutory Appointment:

The President of the County Board of Commissioners requests names of three (3) qualified candidates from the Cook County Bar Association and from the Chicago Bar Association. These candidates may not have any personal or business relationship with any county elected official. The Bar Associations' search will be completed in seventy-five (75) days, and they shall provide the President status reports at 30, 60, and 75 days. If the Bar Associations do not provide a list, the County Board of Commissioners can seek candidate lists from other groups/associations. Once received, the candidate list is sent by the President to a bipartisan selection committee: Four (4) commissioners (two (2) of majority party, two (2) of minority party), the County State's Attorney and the Director of the County Board of Ethics. Within thirty (30) days, the selection committee must conduct interviews and investigate the candidates and submit to the County Board of Commissioners the candidate to be considered. The candidate is voted on, requiring

a majority vote. The President maintains an ex officio nonvoting status unless that vote must be cast as the deciding vote.

- *Any subsequent appointment to position:*

President recommends to County Board of Commissioners an independent and professional group or association (“Independent Inspector General Search Committee”) to identify the national executive search firm to be used. Once approved by the County Board of Commissioners, the search firm will create a pool of twenty (20) most qualified candidates for the position of Independent Inspector General and forward that list to the Independent Inspector General Search Committee. This Committee conducts a comparative analysis and submits three (3) qualified candidates who do not possess a personal or business relationship with any county elected official. The President submits the three (3) candidates to the Bipartisan Selection Committee (same composition as committee established for initial statutory appointment). The Bipartisan Selection Committee must conduct interviews and investigate the candidates and submit to the County Board of Commissioners the candidate to be considered. The candidate is voted on, requiring a majority vote. The President maintains an ex officio nonvoting status unless that vote must be cast as the deciding vote.

- The Independent Inspector General position is appointed to a six (6) year term.

We also highly recommend consideration of this OIG structure, customizing it to the Indianapolis City-Marion County’s objectives and values.

B. Should the Investigative Committee desire additional examples of Local Office of Inspector General structures, we recommend reviewing:

- **Miami-Dade County, Office of Inspector General:**

https://library.municode.com/fl/miami_dade_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTLXXVIII COE TPUTR_S2-1076 OFINGE

- **City of New Orleans, Office of Inspector General:**

https://library.municode.com/la/new_orleans/codes/code_of_ordinances?nodeId=PTIICO_C H2AD_ARTXIIIOFINGEOI_S2-1120 OFINGE

- **Jefferson Parish, Office of Inspector General:**

<https://www.jpoig.net/about/a-message-from-the-inspector-general>

Note: Press link #4 to Ordinance No. 24011 and link #5 to Ordinance No. 25930

ii. Amend the Revised Code to Create an Independent Human Resources Board.

Effective human resources practices are paramount to the strategic and organizational goals of any enterprise. It is crucial for organizations to employ HR practices which empower employees to maximize their operational function while also maintaining a safe environment in which to do so. Successful implementation of such practices can reduce employee turnover and enhance recruitment efforts, thereby creating a competitive advantage for the organization. Municipal HR departments face particular challenges with respect to these fundamental goals, including a lack of resources (especially in comparison to the private sector and other internal government functions) and the sometimes-rigid bureaucratic structures which can make large-scale systemic changes difficult to introduce and implement. Moreover, these departments, by virtue of their positions within municipal entities that provide essential public services, remain under an enhanced level of public scrutiny.

All these challenges impacted the City-County HR Division even before the events which gave rise to this Investigation. The HR Division now faces the added challenge of restoring public trust in its ability to receive reports, investigate, and enforce violations of City-County employment policies in a manner which protects complainants and holds offenders accountable regardless of their level of seniority or perceived authority. **In this regard, we highly recommend the HR Division be legislatively removed from the Office of Finance and Management and recreated as an independent Human Resources Board.**

A helpful framework for how this might be accomplished already exists. As outlined in the previous section of this report describing the structure of different agencies and offices within the City-County enterprise, the Information Technology Board is a municipally-created entity which provides information technology services to the entire City-County while remaining independent, in terms of its overall operations, from both the Mayor's Office and the City-County Council. Establishing a Human Resources Board using a similar framework would allow for the effective and efficient provision of human resources services while, both in appearance and practice, creating separation from any elected or appointed official. This would foster improved governmental decision-making with respect to receiving allegations and conducting investigations of harassment, discrimination, and retaliation. It would also engender good will both with the rest of the City-County enterprise and the general public.

We recommend that a Human Resources Board should consist of the following persons (a configuration that again tracks closely with that of the Information Technology Board):

- Two (2) city officers appointed by the mayor of the city to serve at the pleasure of the mayor. One (1) such person shall be a representative for public safety agencies, and the other shall be a representative for public service agencies;
- Three (3) of four (4) county constitutional officeholders, limited to the auditor, the clerk, the sheriff, and the treasurer of the county, to be appointed by and serve at the pleasure of the council;

- Two (2) persons, with senior management experience overseeing the human resources operations for a private entity or municipality;
- One (1) such person shall be appointed by the council and the other by the mayor. The terms of such appointments shall be staggered by the initial appointment of the mayor's appointment to a three-year term and the council's appointment to a two-year term; thereafter each to serve for two-year terms but at the pleasure of the respective appointing authority; and
- The Marion County Assessor.

We recommend that the Human Resources Board be granted all powers and duties which are currently granted to the HR Division under the Revised Code § 202-207(a)(1)-(21). We further recommend that the Human Resources Board be granted the power create a Human Resources Agency, employ, or retain a Human Resources Officer to manage its operations, and to engage an external investigator on a case-by-case basis in its sole discretion. The Human Resources Officer would, for all practical purposes, serve a similar function to the current HR Director. The Human Resources Agency should be similar in infrastructure and personnel as the current HR Division and should function as the administrative arm of the Human Resources Board.

iii. Amend the Revised Code to Create an Independent Office of Equal Opportunity.

As an alternative to the above proposal regarding the establishment of a Human Resources Board, the City-County might also consider modifying the Revised Code to move the Office of Equal Opportunity (“OEO”) out from under OCC and establishing it as a separate and independent office with the power to not only investigate violations of the anti-discrimination provisions contained in the Revised Code, but also to investigate and resolve sensitive allegations of harassment, discrimination, and retaliation against political appointees and elected officials.

We do not recommend this option given the history of OEO not being available to handle City-County employee complaints.

iv. Promote Awareness Of and Access To the City-County’s Reporting Tool and Investigatory Processes for Complaints of Harassment and Discrimination.

The City-County HR Division has already taken important steps towards strengthening reporting procedures for allegations of harassment and discrimination through its implementation of the Mayor’s Executive Order No. 1, 2024²² and the Speakfully anonymous reporting portal. These steps promote two crucial functions of any human resources department: (1) comprehensive

²² Which mandates that all employees, not just supervisors, participate in interactive anti-harassment and anti-discrimination training.

training which allows employees to understand and identify signs of harassment, discrimination, and retaliation and to know the process(es) by which they can report it; and (2) safe and effective reporting systems which protect the anonymity of the accusers and the integrity of the resultant investigation.

With respect to the first function, it is important that the training which is provided to City-County employees teaches them to not only identify obvious examples of sexual harassment, discrimination, or harassment, but also more subtle forms such as grooming which can be created by the inherent imbalance of power between supervisors and subordinate employees. The training should also emphasize that discriminatory, harassing, and retaliatory conduct which occurs outside of the City-County Building and during non-work hours is also prohibited under both state and federal law as well as the policies contained in the City-County Employee Manual. Supervisory employees should likewise receive training on their mandatory reporting obligations under the City-County's Anti-Harassment Policy. Finally, the training should inform City-County employees that they can report harassing, discriminatory, or retaliatory conduct anonymously, and that any resultant investigations will be conducted promptly and confidentially.

The Speakfully tool appears to be an effective platform for promoting the second function. However, it remains important for the HR Division to remind City-County employees of its availability on a consistent basis. To achieve this, we recommend that the HR Division produce a poster or flyer informing City-County employees of the availability of Speakfully and highlighting the fact that it allows for the anonymous reporting of incidents of harassment, discrimination, and retaliation. The HR Division should then distribute these materials to each City-County office and agency along with an instruction that they be posted in a conspicuous location. The flyer should likewise be posted in PDF form on the City-County Intranet, and the HR Division newsletter should include a regular reminder (ideally on a monthly basis) of its location there and the availability of the Speakfully platform.


Finally, both the trainings provided to City-County employees regarding sexual harassment, discrimination, and retaliation and the postings notifying employees of the availability of the Speakfully anonymous reporting tool should emphasize the availability of the City-County's Employee Assistance Program ("EAP"), through which the City-County provides counseling and support services related to employees' relationships, legal matters, and grief and stress, among other needs. The City-County should emphasize, through the trainings and postings, that EAP is specifically available for employees who have experienced or continue to experience emotional distress due to sexual harassment, sex-based discrimination, or retaliation, and that any EAP sessions in which an employee participates remain confidential. The City-County also might consider expanding the scope of EAP availability to include all employees—not just those who have a minimum of 1,320 scheduled standard hours per year as the current City-County EAP Policy contemplates. The ultimate goal is to ensure that complaints not only feel that they have access to a safe reporting avenue for incidents of sexual harassment or other misconduct, but also that they are aware of the availability of counseling services for any emotional distress related to same.

VI. Conclusion

The goal of this Report is to provide a summary of our investigatory work in this matter and related recommendations which the City-County Council may consider to better address sexual harassment and discrimination complaints going forward.

We look forward to meeting with the Committee to present on the contents of this report.

Dated: May 29, 2025

By: 

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