



Date: November 21, 2025
9:00 am – 11:00 am

IndyGo Board Room
1501 W. Washington Street
Indianapolis, IN 46222

MEETING AGENDA

1. Welcome & Introductions	Chair	5 min.
ITEMS FOR RECOMMENDATION		
2. Minutes from August 22, 2025	Chair	1 min.
3. Acceptance of Financial Report a) Income Statement b) Balance Sheet c) Memo	Kristyn Sanchez, IMPO	5 min.
4. IMPO Financial Contracts a) Frost Brown Todd – Amendment #2 b) Tamm Capital c) Zastro – 1 Year Extension d) Red Envelope – 1 Year Extension e) Holliday – 1 Year Extension f) CSW – 1 Year Extension g) Resolution 2025-EXEC-0017	Anna Gramling, IMPO	15 min.
5. Information Services Agency a) Interlocal Agreement b) Resolution 2025-EXEC-0018	Anna Gremling, IMPO	5 min.
6. Federal Funding Exchange-LPA Agreements-1-year ext. authority a) Memo b) Resolution 2025-EXEC-0019	Anna Gremling, IMPO	5 min.
7. INDOT Federal Funding Amendment a) Memo b) Resolution 2025-EXEC-0020	Anna Gremling, IMPO	5 min.
8. Federal Funding Exchange LPA – Project Awards a) Memo b) Resolution 2025-EXEC-0016	Kristyn Sanchez, IMPO	5 min.
OTHER ITEMS OF BUSINESS		
9. 2026 IMPO Executive Committee Elections	Anna Gremling, IMPO	5 min.
10. Adjournment	Chair	1 min.

Indianapolis Metropolitan Planning Organization

Executive Committee Meeting Minutes

August 22, 2025

9:00 a.m.

IndyGo West Campus

1801 W Washington St, Indianapolis, IN 46222

Committee Members Present

Eric Wathen - Hendricks County	Ryan Cannon – Town of Avon
James Coffman – City of Beech Grove	Mark St. John – City of Indianapolis
Andrew Klinger – Town of Plainfield	Ryan Wilhite - IndyGo
Steve Barnett – City of Franklin	

* = Proxy

Others Present

Anna Gremling – Indianapolis MPO	Sean Northup – Indianapolis MPO
Kristyn Sanchez – Indianapolis MPO	Jennifer Krull – Indianapolis MPO

1. WELCOME

Steve Barnett called the meeting to order at 9:03 and asked for introductions.

ITEMS FOR APPROVAL

2. MINUTES FROM APRIL 25, 2025, EXECUTIVE COMMITTEE MEETING

Steve Barnett asked for changes to the minutes and heard none.

Member	Result	Member	Result
Wathen	Approve	Klinger	Approve
Coffman	Approve	Cannon	Approve
Wilhite	Approve		

Coffman moved to approve the minutes as presented.

Wilhite seconded the motion. A voice vote was conducted.

The Committee approved to approve the minutes as presented.

MOTION PASSES.

3. ACCEPTANCE OF FINANCIAL REPORTS

Kristyn Sanchez discussed the Income Statement, Cashflow Statement, and the Balance Sheet. She discussed the 2024 PL funds have all been used and we have moved onto the 2025 PL funds. The READI 70/40 has 74% of the money delegated and READI 180 Alliance has 71% of the funds delegated. The 2026 budget is getting set up in the system. Wilhite with IndyGo asked for a memo to be attached for each meeting going over the bullet points that were going to be discussed by Sanchez. She also went onto discuss about trying to get a better method of reporting the interest incurred on the investment policy.

Wilhite moved to accept the financial report.
Coffman seconded the motion. A voice vote was conducted.
MOTION PASSES.

4. IMPO 2026 BUDGET

Sean Northup discussed the \$7M budget for 2026. Sean proceeded to review the budget spreadsheet along with the memo with the assumptions. The breakdown discussed was Grant Revenue with matching revenue. He then discussed the budget for salaries and benefits along with the administrative expense and consulting fees Sean stated 2026 will be a busy planning year.

Wathen moved to approve 2025-EXEC-0012
Wilhite seconded the motion. A voice vote was conducted.
Resolution 2025-EXEC-0012 was approved.
MOTION PASSES.

5. IMPO INVESTMENT POLICY

Anna Gremling stated there was a minor wording changes to the policy from what was presented last year. Mayor Barnett asked if the change was discussed with an attorney. Anna answered that the initial policy approved last year was, but since this was so minor, it was not needed.

Klinger moved to approve of Resolution 2024-EXEC-014
Coffman seconded the motion. A voice vote was conducted.
Resolution 2024-EXEC-014 was approved.
MOTION PASSES.

6. IMPO FINANCIAL RESOLUTIONS

Anna Gremling reviewed the financial resolutions. Caliper Corporation for the Travel Demand Model. The Corradino Group is going to help with road way safety audits and high crash sites, Fourth Economy for the strategic planning vendor, ETC (Red/Purple on-board survey) and the City of Indianapolis for IMPO renting the IMPO office. There were questions asked about the Travel Demand contract and it was confirmed this contract is for (2) years and will provide updates and 7 new modules. It was asked how the model is used and Anna Gremling stated it is used for long range transportation plan and for reports for consultants working with different cities.

Wathen moved to approve of Resolution 2024-EXEC-008
Klinger seconded the motion. A voice vote was conducted.
Resolution 2024-EXEC-008 was approved.
MOTION PASSES.

7. ETC ONBOARD SURVEY

Anna Gremling presented a contract with ETC for an on-board survey for all lines. A similar project was presented last year, but the funding source has changed now to 80% IMPO funds and 20% local match funds. This is a larger study looking at items system wide about riders – working with INDOT.

Coffman moved to approve of Resolution 2024-EXEC-026

Wilhite seconded the motion. A voice vote was conducted.

Resolution 2024-EXEC-026 was approved.

MOTION PASSES.

8. IMPO HUMAN RESOURCE MANUAL UPDATES

Anna Gremling presented the requested updated for the IMPO Human Resource manual. This included Interns now being paid for mileage. Clarifications on remote work and overtime pay. Updates to the policy for nursing mothers and reference to the pregnant workers fairness act that was recently passed. Update to the public transit pass or parking pass and each employee can only have one or the other. PTO and final pay were covered to include providing 2-week notification if leaving the agency. Those last 2 weeks must be worked for an easier transition instead of giving 2 weeks' notice and then using vacation time for the 2 weeks. Changed from education leave to volunteer leave. It was mentioned the IMPO works with an outside consultant for HR matters including changes at the Federal level.

Wilhite moved to approve of Resolution 2024-EXEC-013

Coffman seconded the motion. A voice vote was conducted.

Resolution 2024-EXEC-013 was approved.

MOTION PASSES.

9. AUDIT FINDINGS FOR 2024

Kristyn Sanchez presented the findings of the audit. She stated the audit went smoothly. A deep dive was started in June of this year and was wrapped up in August. There were a couple of clarification questions from the auditors, but other than that, there were no outstanding issues, and the audit was completed with the IMPO in good standing.

Coffman moved to approve of Resolution 2024-EXEC-0

Klinger seconded the motion. A voice vote was conducted.

Resolution 2024-EXEC-013 was approved.

MOTION PASSES.

10. OTHER ITEMS

It was noted that Mark St. John has joined the meeting. Anna Gremling discussed the different training opportunities coming up this year along with an active TIPS scoring committee being established and have started to meet. Call for projects opens in early October. There were updates to the CMAQ Tool, and training was provided last week. With the 2026 budget approved, there will be several RFP's being conducted. Sean Northup noted that the Travel is now called Hoosier Travel Counts which has had less of a response than what was planned and a salary survey was completed and will be discussed at a future time.

ADJOURNMENT

Mayor Barnett asked for a motion to adjourn the meeting.

Wilhite moved to adjourn the August 22, 2025, Executive Committee meeting.

Coffman seconded the motion.

The August 22, 2025 Executive Committee meeting was adjourned.

MOTION PASSES.

Indianapolis Metropolitan Planning Organization Membership List

Updated: November 19, 2025

Local Public Agency	Executive Committee	Role	Term Start	Term End	Appointing Authority
City of Greenwood	Mayor Mark Myers	Chair	2/11/2025	2/17/2027	IMPO Policy Committee
		Proxy			Mayor Mark Myers
City of Indianapolis	Todd Wilson Nathan Sheets	Member	2/21/2024	2/18/2026	IMPO Policy Committee
		Proxy			Mayor Joe Hogsett
City of Franklin	Mayor Steve Barnett	Vice Chair	2/11/2025	2/17/2027	IMPO Policy Committee
		Proxy			Mayor Steve Barnett
Town of Avon	Ryan Cannon Steve Moore	Member	2/21/2024	2/18/2026	IMPO Policy Committee
		Proxy			Avon Town Council
City of Beech Grove	James Coffman	Member	2/21/2024	2/18/2026	IMPO Policy Committee
		Proxy			Mayor James Coffman
Hamilton County	Mark Heirbrandt Brad Davis	Member	2/21/2024	2/18/2026	IMPO Policy Committee
		Proxy			Hamilton County Commissioners
Town of Plainfield	Andrew Klinger	Member	2/11/2025	2/17/2027	IMPO Policy Committee
		Proxy			Plainfield Town Council
Hendricks County	Eric Wathen Tim Dombrosky	Member	2/11/2025	2/17/2027	IMPO Policy Committee
		Proxy			Hendricks County Commissioners
IndyGo	Jennifer Pyrz Ryan Wilhite	Member	2/21/2024	2/18/2026	IMPO Policy Committee
		Proxy			IndyGo Board of Directors

Indianapolis Metropolitan Planning Organization
Income Statement
From Jan 2025 to Oct 2025

8260 - Equipment rental & maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$8,614.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,614.29
8270 - Depreciation expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,171.50
Total - 8200 - Facility & equipment expense	\$0.00	\$0.00	\$595.00	\$0.00	\$76,192.29	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$88,458.79
8300 - Travel expenses (lodging, transportation and per diem)												
8310 - Mileage	\$0.00	\$0.00	\$263.31	\$0.00	\$976.48	\$0.00	\$0.00	\$45.70	\$0.00	\$0.00	\$0.00	\$1,285.49
8320 - Registration fees	\$0.00	\$0.00	\$2,964.33	\$0.00	\$3,244.64	\$0.00	\$0.00	\$28.52	\$0.00	\$0.00	\$0.00	\$6,237.49
8399 - Travel expenses - other	\$0.00	\$0.00	\$5,898.41	\$0.00	\$7,738.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,637.11
Total - 8300 - Travel expenses (lodging t	\$0.00	\$0.00	\$9,126.05	\$0.00	\$11,959.82	\$0.00	\$0.00	\$74.22	\$0.00	\$0.00	\$0.00	\$21,160.09
8400 - Federal Funds Exchange	\$0.00	\$0.00	\$0.00	\$36,115,769.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,115,769.58
Total - Expense	\$48.06	\$0.00	\$1,256,370.90	\$36,115,769.58	\$2,150,620.61	\$9,757.48	\$0.00	\$31,633.71	\$3,322,175.63	\$954,562.00	\$66,760.00	\$43,918,869.47
Net Ordinary Income	(\$48.06)	\$18,288.23	\$3,224.51	\$10,297,229.75	(\$849,667.25)	(\$1,351.50)	\$995,352.85	\$6,528.17	\$575,527.75	\$78,677.42	(\$66,760.00)	\$11,045,830.37
Other Income and Expenses												
Other Expense												
8500 - Other expenses												
8520 - Insurance - non-employee related	\$0.00	\$0.00	\$750.00	\$0.00	\$19,173.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,923.00
8530 - Membership dues - organization	\$0.00	\$0.00	\$930.00	\$0.00	\$16,814.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,744.46
8560 - Outside computer services (IT)	\$0.00	\$0.00	\$1.63	\$0.00	\$311.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$313.08
8570 - Advertising expenses	\$0.00	\$0.00	\$705.20	\$0.00	\$299.78	\$0.00	\$0.00	\$5,698.75	\$0.00	\$0.00	\$0.00	\$6,703.73
8590 - Software licenses	\$0.00	\$0.00	\$231,517.39	\$0.00	\$19,361.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,878.59
8596 - Registration fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$145.00	\$0.00	\$0.00	\$0.00	\$145.00
8598 - Sponsorships	\$0.00	\$0.00	\$110.00	\$0.00	\$750.00	\$0.00	\$483.17	\$0.00	\$0.00	\$0.00	\$0.00	\$1,343.17
8599 - Other expenses - other	\$0.00	\$0.00	\$403.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$403.41
Total - 8500 - Other expenses	\$0.00	\$0.00	\$234,417.63	\$0.00	\$55,959.89	\$750.00	\$0.00	\$6,326.92	\$0.00	\$0.00	\$0.00	\$297,454.44
Total - Other Expense	\$0.00	\$0.00	\$234,417.63	\$0.00	\$55,959.89	\$750.00	\$0.00	\$6,326.92	\$0.00	\$0.00	\$0.00	\$297,454.44
Net Other Income	\$0.00	\$0.00	(\$234,417.63)	\$0.00	(\$55,959.89)	(\$750.00)	\$0.00	(\$6,326.92)	\$0.00	\$0.00	\$0.00	(\$297,454.44)
Net Income	(\$48.06)	\$18,288.23	(\$231,193.12)	\$10,297,229.75	(\$905,627.14)	(\$2,101.50)	\$995,352.85	\$201.25	\$575,527.75	\$78,677.42	(\$66,760.00)	\$10,748,375.93

Indianapolis Metropolitan Planning Organization

Indy MPO : MPO

Balance Sheet

End of Oct 2025

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
1000 - Cash	\$888,566.37
1010 - Checking Account	
1012 - Federal Funds Exchange	\$470,180.90
Total - 1000 - Cash	\$1,358,747.27
Total Bank	\$1,358,747.27
Accounts Receivable	
1100 - Accounts Receivable	
1110 - Accounts receivable/Member receivable	\$851,164.76
Total - 1100 - Accounts Receivable	\$851,164.76
1120 - Receivables - Matching Funds	\$372,759.59
Total Accounts Receivable	\$1,223,924.35
Other Current Asset	
1400 - Other assets	
1410 - Prepaid expenses	\$1,941.33
Total - 1400 - Other assets	\$1,941.33
1500 - Investments	
1510 - Federal Funds Exchange	\$61,102,811.68
Total - 1500 - Investments	\$61,102,811.68
Total Other Current Asset	\$61,104,753.01
Total Current Assets	\$63,687,424.63
Fixed Assets	
1600 - Fixed operating assets	
1620 - Furniture, fixtures, & equip	\$89,067.58
Total - 1600 - Fixed operating assets	\$89,067.58
1700 - Accum deprec - fixed operating assets	
1745 - Accum deprec - furn,fix, equip	(\$98,297.07)
Total - 1700 - Accum deprec - fixed operating assets	(\$98,297.07)
Total Fixed Assets	(\$9,229.49)
Total ASSETS	\$63,678,195.14
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	
2010 - Accounts payable	\$43,244.62
Total - 2000 - Accounts Payable	\$43,244.62
Total Accounts Payable	\$43,244.62
Other Current Liability	
2100 - Accrued liabilities	
2110 - Accrued payroll	(\$2,287.60)
2138 - Disability insurance withholding	(\$279.84)
2140 - MyChoice withholding	\$1.46
2141 - Health insurance withholding	\$18,400.69
2142 - Dental insurance withholding	(\$668.53)
2144 - Life insurance withholding	(\$16.51)
2146 - Dependent Care FSA Withholding	\$1,964.80
2148 - SUTA withholding	(\$1,256.85)
Total - 2100 - Accrued liabilities	\$15,857.62
Total Other Current Liability	\$15,857.62
Total Current Liabilities	\$59,102.24
Equity	
Retained Earnings	\$52,870,716.97

Financial Row	Amount
Net Income	\$10,748,375.93
Total Equity	\$63,619,092.90
Total Liabilities & Equity	\$63,678,195.14



Memo

To: Executive Board
From: IMPO
Date: November 21, 2025
Re: Resolution Bundle 2025 -EXEC-017

Resolution Bundle 2025- EXEC-017 includes the following resolutions, which enable the Executive Director to enter into agreements with vendors for products and services as described:

A. Frost Brown Todd/FBT Gibbons – Amendment #2

- a. Agreement to provide legal services for the IMPO staff. This includes, but is not limited to contracting, contract templates, litigation, review of federal/state statute.
- b. Sole Source
- c. Total Cost: \$80,000 (\$64,000 / 80% federal funding and \$16,000 / 20% local match provided by IMPO membership funds) The initial contract was \$50,000, and the first amendment was \$30,000. The overall total cost including the original contract and both amendments is \$160,000.
- d. Term extends to 12/31/27.

B. Tamm Capital

- a. Agreement to review Bills and engage the State House as needed for the 2026 Legislative Session.
- b. RFP process
- c. Total Cost: \$60,000.00 (\$100% Locally Funded).
- d. Term extension to 12/31/26

C. Zastro, LLC

- a. Extension of term to 12/31/26
- b. All other conditions remain the same.

D. Red Envelope Consulting

- a. Extension of term to 12/31/26.
- b. All other conditions remain the same.

E. Holliday Collaborative Agency

- a. Extension of time to 12/31/27.
- b. All other conditions remain the same.

F. CSW

- a. Extension of time to 12/31/26.
- b. All other conditions remain the same.

If you have additional questions, please feel free to call Anna Gremling at 317.327-5487.

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF
THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION
APPROVING CERTAIN ACTIONS**

Resolution Number 2024-EXEC-017

WHEREAS, the Indianapolis Metropolitan Planning Organization (the “IMPO”) is charged with the responsibility of providing for the continuing, cooperative and comprehensive transportation planning process for the Indianapolis Metropolitan Planning Area (“Planning Area”); and

WHEREAS, the IMPO Executive Committee (“Executive Committee”), a committee of the IMPO, is the overseeing body for the IMPO, other than for transportation-related funding activities of the IMPO under applicable U.S. Department of Transportation regulations; and

WHEREAS, it is the desire of the Executive Committee to authorize and approve certain actions as further set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Executive Committee of the IMPO as follows:

SECTION 1: That the Executive Director is approved and authorized to negotiate and enter into the contracts and agreements listed in Exhibit A attached hereto and incorporated by reference.

SECTION 2: That any prior action taken by the Executive Director or any staff necessary in connection with the item or items approved herein is hereby ratified and adopted as actions on behalf of the IMPO.

SECTION 3: That any officer, including but not limited to the Executive Director of the IMPO, and each of them, is authorized and empowered to take any and all action necessary and to execute all agreements, instruments and other documents, in such form and as each of such officer(s) considers necessary or desirable to effectuate the foregoing resolutions and to carry out the purposes thereof; the taking of any such action and execution of any such agreement, instrument or document to be conclusive evidence of the due authorization thereof by the Executive Committee of the IMPO.

SECTION 4: This Resolution shall be effective immediately upon its passage.

* * * * *

PASSED by the Executive Committee of the Indianapolis Metropolitan Planning Organization.

Chair, Indianapolis MPO Executive Committee

Anna M. Gremling, Executive Director
Indianapolis Metropolitan Planning Organization

4843-4174-0739v2

EXHIBIT A

CONTRACTS AND ENGAGEMENTS

FROST BROWN TODD, LLP/FBT GIBBONS – Amendment #2

To execute a second amendment to the agreement with Frost Brown Todd, LLP/Gibbons, to provide legal services for an amount not to exceed \$80,000.00 utilizing 80% federal funds provided by the IMPO (\$64,000.00) and 20% local match funds provided by IMPO membership dues (\$16,000.00) The initial contract was \$50,000 and the first amendment was \$30,000. The updated total is \$160,000 that includes the original contract and both amendments. The agreement extends to December 31, 2027.

TAMM CAPITAL

To negotiate and execute an agreement with Tamm Capital, to provide services for the review of bills and engagement in the State House as needed, for an amount not to exceed \$60,000 (100% locally funded). The agreement extends to December 31, 2026.

ZASTRO, LLC

To extend the term of the agreement to December 31, 2026.

RED ENVELOPE CONSULTING

To extend the term of the agreement to December 31, 2026.

HOLIDAY COLLABORATIVE AGENCY

To extend the term of the agreement to December 31, 2027

CSW

To extend the term of the agreement to December 31, 2026

Memo

To: IMPO Exec Committee

From: Anna Gremling

Date: November 7, 2025

Re: IMPO - ISA Interlocal Agreement for Information Technology Support Services

The attached resolution, **2025-EXEC-018**, gives the IMPO Executive Director authority to execute an Interlocal Agreement between the IMPO and the Indianapolis-Marion County Information Services Agency (ISA) for ongoing information technology support services. This agreement supersedes a similar agreement made between the IMPO and ISA in June of 2020.

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF
THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION (IMPO)
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE IMPO
AND THE CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY,
INFORMATION SERVICES AGENCY (ISA)**

Resolution Number 2025-EXEC-018

WHEREAS, the Indianapolis Metropolitan Planning Organization (the “IMPO”) is charged with the responsibility of providing for the continuing, cooperative and comprehensive transportation planning process for the Indianapolis Metropolitan Planning Area (“Planning Area”); and

WHEREAS, the IMPO Executive Committee (“Executive Committee”), a committee of the IMPO, is the overseeing body for the IMPO, other than for transportation-related funding activities of the IMPO under applicable U.S. Department of Transportation regulations; and

WHEREAS, it is the desire of the Executive Committee to authorize and approve certain actions as further set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Executive Committee of the IMPO as follows:

SECTION 1: That the Executive Director is approved and authorized to negotiate and enter into the agreement listed in Exhibit A in the form of the agreement listed in Exhibit B attached hereto and incorporated by reference.

SECTION 2: That any prior action taken by the Executive Director or any staff necessary in connection with the item or items approved herein is hereby ratified and adopted as actions on behalf of the IMPO.

SECTION 3: That any officer, including but not limited to the Executive Director of the IMPO, and each of them, is authorized and empowered to take any and all action necessary and to execute all agreements, instruments and other documents, in such form and as each of such officer(s) considers necessary or desirable to effectuate the foregoing resolutions and to carry out the purposes thereof; the taking of any such action and execution of any such agreement, instrument or document to be conclusive evidence of the due authorization thereof by the Executive Committee of the IMPO.

SECTION 4: This Resolution shall be effective immediately upon its passage.

* * * * *

PASSED by the Executive Committee of the Indianapolis Metropolitan Planning Organization this ____ day of _____, 2025.

Chair, Indianapolis MPO Executive Committee

Anna M. Gremling, Executive Director
Indianapolis Metropolitan Planning Organization

0141736.0718524 4878-3248-0355v1

EXHIBIT A

CONTRACTS AND ENGAGEMENTS

Consolidated City of Indianapolis and Marion County, Information Services Agency

To negotiate and execute an Interlocal Agreement between the Consolidated City of Indianapolis and Marion County, Information Services Agency on behalf of the Consolidated City of Indianapolis and the IMPO attached hereto and incorporated herein by reference as Exhibit B.

EXHIBIT B **INFORMATION SERVICES AGENCY INTERLOCAL AGREEMENT**

This Interlocal Agreement is entered into by and between the City/County Information Systems Agency (ISA), and the undersigned Indianapolis Metropolitan Planning Organization (IMPO) (collectively referred to as "the Parties").

1. Purpose:

The purpose of this Interlocal Agreement is to establish the terms and conditions under which the City/County ISA will provide specific information technology services to the IMPO, and to outline the reimbursement process for these services.

2. Services Provided by ISA:

ISA agrees to provide a variety of IT services to the IMPO, including but not limited to:

- **Active Directory and User Management:** Administering user accounts, roles, permissions, and access controls.
- **Network Availability, Redundancy, and Disaster Recovery:** Ensuring reliable network operation with redundancy, backup, and disaster recovery solutions.
- **File Storage, Archival, Retention, and Retrieval:** Providing secure storage, managing retention policies, and enabling file retrieval when needed.
- **Telecommunication Services:** Provision and maintenance of phone, network, and camera systems.
- **Hardware Provision and Support:** Supplying IT hardware, along with maintenance and technical and consulting support.
- **Software Access:** Granting access to City/County-specific software packages, such as Microsoft Office Suite and Adobe, for the IMPO's operations.

3. Costs and Reimbursement:

The services provided by ISA incur costs, which are ultimately borne by the taxpayers. It is the policy of ISA that any incurred costs or expenditures are passed on to the IMPO on whose behalf those costs were incurred. Therefore, the IMPO agree to reimburse ISA equitably for the direct expenses incurred in delivering these services.

The IMPO acknowledge and agree to:

- Pay or otherwise reimburse ISA for the actual costs incurred in providing the services as outlined above.
- ISA will bill the IMPO for no more than the actual cost it has incurred in providing the services.

4. Billing and Payment Terms:

ISA will provide an itemized invoice to the IMPO for the services rendered, detailing the direct costs incurred. The IMPO agree to pay or reimburse ISA in a reasonable timely manner and/or in accordance with the terms specified in the invoice.

5. Failure to Reimburse:

If the IMPO fails to reimburse ISA for the services rendered within the terms outlined, ISA reserves the right to suspend or discontinue the provision of these services and/or technical support. Continuous failure to meet reimbursement obligations may lead to termination of services under this Interlocal Agreement.

6. Term and Termination:

This Interlocal Agreement will remain in effect until terminated by either Party with at least 30 days' written notice. Upon termination, any outstanding balances for services rendered up to the date of termination must be paid as outlined in this Interlocal Agreement.

7. General Provisions:

- **Confidentiality:** Both Parties agree to maintain the confidentiality of any proprietary or sensitive information exchanged in the course of fulfilling the terms of this Interlocal Agreement.
- **Dispute Resolution:** In the event of any dispute related to this Interlocal Agreement, the Parties agree to resolve it through mutual discussion or, if necessary, formal mediation.
- **Indemnification:** Each Party agrees to indemnify and hold harmless the other Party from any claims, losses, or damages resulting from their respective negligence or failure to comply with the Interlocal Agreement.
- **Modification of Interlocal Agreement:** Any amendments to this Interlocal Agreement must be made in writing and signed by both Parties.

Signatures:

<p>ISA: Kai Davis Name: Chief Financial Officer Title: _____ Date: <u>07/23/2025</u></p> <p>Signature: <u></u></p>	<p>Indianapolis Metropolitan Planning Organization: Name: Anna Gremling Title: Executive Director Date: _____</p> <p>Signature: _____</p>
--	---



Memo

To: IMPO Exec Committee
From: Anna Gremling
Date: November 7, 2025
Re: IMPO-LPA Federal Funds Exchange agreement extensions

The attached resolution, **2025-EXEC-019** clarifies the IMPO Executive Director's authority to extend Federal Funds Exchange (FFE) IMPO-LPA agreements as necessary, without seeking additional approval from the Executive Committee.

As the IMPO continues working through the Federal Funds Exchange program, we have found that there are IMPO - LPA agreements that may need to be extended due to unforeseen delays. While our Accounting Manual gives the Executive Director the authority to extend agreements up to a year and our resolutions, as well as Section 4 of each IMPO-LPA agreement generally give the Executive Director authority to extend agreements, to be fully transparent with this committee, we are asking for your approval of the attached resolution **2025-EXEC-019**. This resolution explicitly clarifies the Executive Director's authority to extend the terms of IMPO-LPA FFE agreements, when deemed necessary, without the need to seek authorization from the Executive Committee each time.

If approved, in the interest of further transparency, the IMPO will inform the Executive Committee of any IMPO-LPA FFE agreements extensions as part of our regular Executive Committee meeting agendas.

If you have any questions, feel free to call me at 317.956.9347 or email me at anna.gremling@indympo.gov

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF
THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXTEND IMPO – LPA FEDERAL FUNDS
EXCHANGE AGREEMENTS**

Resolution Number 2025-EXEC-019

WHEREAS, the Indianapolis Metropolitan Planning Organization (the “IMPO”) is charged with the responsibility of providing for the continuing, cooperative and comprehensive transportation planning process for the Indianapolis Metropolitan Planning Area (“Planning Area”); and

WHEREAS, the IMPO Executive Committee (“Executive Committee”), a committee of the IMPO, is the overseeing body for the IMPO, other than for transportation-related funding activities of the IMPO under applicable U.S. Department of Transportation regulations; and

WHEREAS, it is the desire of the Executive Committee to authorize and approve certain actions as further set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Executive Committee of the IMPO as follows:

SECTION 1: That the Executive Director is approved and authorized to extend IMPO – LPA Federal Funds Exchange Agreements, as deemed necessary for up to one year.

SECTION 2: That any prior action taken by the Executive Director or any staff necessary in connection with the item or items approved herein is hereby ratified and adopted as actions on behalf of the IMPO.

SECTION 3: That any officer, including but not limited to the Executive Director of the IMPO, and each of them, is authorized and empowered to take any and all action necessary and to execute all agreements, instruments and other documents, in such form and as each of such officer(s) considers necessary or desirable to effectuate the foregoing resolutions and to carry out the purposes thereof; the taking of any such action and execution of any such agreement, instrument or document to be conclusive evidence of the due authorization thereof by the Executive Committee of the IMPO.

SECTION 4: This Resolution shall be effective immediately upon its passage.

* * * * *

PASSED by the Executive Committee of the Indianapolis Metropolitan Planning Organization this 21st day of November 2025.

Chair, Indianapolis MPO Executive Committee

Anna M. Gremling, Executive Director
Indianapolis Metropolitan Planning Organization



Memo

To: IMPO Exec Committee
From: Anna Gremling
Date: November 7, 2025
Re: INDOT - IMPO Federal Funds Exchange agreement amendment #3

The attached resolution gives the IMPO Executive Director authority to execute Amendment #3 to the INDOT – IMPO Federal Funds Exchange (FFE) agreement dated August 28th, 2020, as amended.

As the original agreement is largely silent on the use of interest accrued on exchanged funds from the Federal Funds Exchange Program dollars allocated under the Agreement, the IMPO wanted to clarify what these funds could legally be used for under the terms of the Agreement. Discussions with INDOT legal concluded, that per Indiana Code, the interest earned on exchanged funds from the allocated FFE funding must be used to implement projects and services in conformance with the Program as referenced in the Agreement.

As a result, INDOT has proposed a third amendment to the Agreement to clarify the use of interest earned from exchanged funds. Attached is resolution **2025-EXEC-020** which authorizes the Executive Director to execute amendment #3 to the Federal Funds Exchange agreement clarifying use of earned income funds and updating language related to Title VI non-discrimination and employment verification.

If you have any questions, feel free to call me at 317.956.9347 or email me at
anna.gremling@indympo.gov

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF
THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION
APPROVING AMENDMENT No. 3 TO THE PROGRAMMATIC FEDERAL FUNDS EXCHANGE
AGREEMENT
Between
INDIANA DEPARTMENT OF TRANSPORTATION
And
INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION**

Resolution Number 2025-EXEC-020

WHEREAS, the Indianapolis Metropolitan Planning Organization (the "IMPO") is charged with the responsibility of providing for the continuing, cooperative and comprehensive transportation planning process for the Indianapolis Metropolitan Planning Area ("Planning Area"); and

WHEREAS, the IMPO Executive Committee ("Executive Committee"), a committee of the IMPO, is the overseeing body for the IMPO, other than for transportation-related funding activities of the IMPO under applicable U.S. Department of Transportation regulations; and

WHEREAS, it is the desire of the Executive Committee to authorize and approve certain actions as further set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Executive Committee of the IMPO as follows:

SECTION 1: That the Executive Director is approved and authorized to execute Amendment No. 3 to the INDOT – IMPO Federal Funds Exchange Agreement as shown in Exhibit A attached hereto and incorporated by reference.

SECTION 2: That any prior action taken by the Executive Director or any staff necessary in connection with the item or items approved herein is hereby ratified and adopted as actions on behalf of the IMPO.

SECTION 3: That any officer, including but not limited to the Executive Director of the IMPO, and each of them, is authorized and empowered to take any and all action necessary and to execute all agreements, instruments and other documents, in such form and as each of such officer(s) considers necessary or desirable to effectuate the foregoing resolutions and to carry out the purposes thereof; the taking of any such action and execution of any such agreement, instrument or document to be conclusive evidence of the due authorization thereof by the Executive Committee of the IMPO.

SECTION 4: This Resolution shall be effective immediately upon its passage.

* * * *

PASSED by the Executive Committee of the Indianapolis Metropolitan Planning Organization this 21st day of November 2025.

Chair, Indianapolis MPO Executive Committee

Anna M. Gremling, Executive Director
Indianapolis Metropolitan Planning Organization

0141736.0718524 4856-1361-9302v1

EXHIBIT A

AMENDMENT No. 3
To
PROGRAMMATIC FEDERAL FUNDS EXCHANGE AGREEMENT
Between
INDIANA DEPARTMENT OF TRANSPORTATION
And
THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION

AMENDMENT NO. 3
To
PROGRAMMATIC FEDERAL FUNDS EXCHANGE AGREEMENT
Between
INDIANA DEPARTMENT OF TRANSPORTATION
And
THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION

This Amendment No. 3 ("Amendment"), made by and between the State of Indiana, acting by and through the Indiana Department of Transportation ("INDOT"), and Indianapolis Metropolitan Planning Organization, a metropolitan planning agency in the State of Indiana (hereinafter referred to as the "IMPO"), jointly referred to as the "PARTIES," is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

RECITALS

WHEREAS, on August 28, 2020, the PARTIES entered into an agreement under EDS # A249-21-ON200083 to exchange IMPO federal funds for state funds to complete eligible projects included in the IMPO's Transportation Improvement Program (hereafter referred to as the "Agreement"); and

WHEREAS, on June 6, 2024, the PARTIES entered into Amendment No. 1 of the Agreement to extend the term of the Agreement to include State Fiscal Year ("SFY") 2027; and

WHEREAS, on December 18, 2024, the PARTIES entered in Amendment No. 2 of the Agreement to extend the term of the Agreement to include State Fiscal Years 2028 and 2029; and

WHEREAS, the PARTIES seek to amend the Agreement to address interest accrued on funds exchanged through the Agreement (FFE Funds); and

WHEREAS, the PARTIES execute this Agreement pursuant to Indiana Code §§ 8-23-2-6, 8-23-4-7, 36-1-4-7, 36-1-7-3, and 36-9-42.2;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the PARTIES agree as follows:

1. Section 1.1.B. shall be deleted in its entirety and is hereby substituted with the following:

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement and in conformance with Indiana Code §36-9-42.2 establishing the authority to make this Agreement, as well as any rules adopted thereunder. The funds received by the IMPO pursuant to this Agreement shall be used only to implement the projects or provide the services in conformance with the Program referenced in this Agreement and for no other purpose. The funds include interest, premiums, or other earnings on the funds.
2. Section 2.15 shall be deleted in its entirety and is hereby substituted with the following:

2.15. Employment Eligibility Verification. As a condition precedent to entering this Agreement, and as required by IC § 22-5-1.7 and Executive Order 25-29, the IMPO swears or affirms under the penalties of perjury that the IMPO has not knowingly employed, and will not knowingly employ, an unauthorized alien. The IMPO further affirms that:

- A. The IMPO has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The IMPO is not required to participate should the E-Verify program cease to exist. Additionally, the IMPO is not required to participate if the IMPO is self-employed and does not employ any employees.
- B. The IMPO has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The IMPO has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the IMPO subsequently learned or learns is an unauthorized alien.
- C. The IMPO has required and shall require its contractors or the LPAs, who perform work under this Agreement, to certify to the IMPO that the LPA or contractor does not knowingly employ or contract with an unauthorized alien and that the LPA or contractor has enrolled and is participating in the E-Verify program. The IMPO agrees to maintain this certification throughout the duration of the term of a contract with a contractor or LPA and to provide any and all such certifications to the State promptly upon request.

The State may terminate this Agreement for default if the IMPO fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

2. Section 2.18 shall be deleted in its entirety and is hereby substituted with the following:

2.18. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

2. Section 2.30 shall be deleted in its entirety and is hereby substituted with the following:

2.30. Nondiscrimination.

- A. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act (“ADA”): the IMPO covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran or any other characteristic protected by federal, state or local law (“Protected Characteristics”). The IMPO certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the IMPO or any subcontractor.

B. INDOT is a recipient of federal funds, and therefore, INDOT requires full compliance with all rules, regulations and statutes concerning nondiscrimination requirements and applications. Breach of this section may be regarded as a material breach of this Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and all related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections).

C. During the performance of this Agreement, the IMPO, for itself, its assignees, and successors in interest (hereinafter referred to as the "IMPO") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: The IMPO shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The IMPO, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The IMPO shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the IMPO for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the IMPO of the IMPO's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.
4. Information and Reports: The IMPO shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by INDOT and the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the IMPO is in the exclusive possession of another who fails or refuses to furnish this information, the IMPO shall so certify to INDOT or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the IMPO's noncompliance with the nondiscrimination provisions of this Agreement, INDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the IMPO under the Agreement until the IMPO complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The IMPO shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The IMPO shall take such action with respect to any subcontract or procurement as INDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided,

however, that in the event the IMPO becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the IMPO may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the IMPO may request the United States of America to enter into such litigation to protect the interests of the United States of America.

3. All other matters previously agreed to and set forth in the Agreement and not affected by this Amendment shall remain in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member, or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Agreement will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

In Witness Whereof, the PARTIES have, through their duly authorized representatives, entered into this Agreement. The PARTIES, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

Indianapolis Metropolitan Planning

Organization

STATE OF INDIANA

Department of Transportation

Anna Gremling, Executive Director

Louis Feagans, Deputy Commissioner

Capital Program Management

Date: _____

Date: _____

APPROVALS

[State approvals are electronic – see attached confirmation page.]

STATE OF INDIANA
Budget Agency

By: (FOR)
Chad Ranney, Director

Date:

STATE OF INDIANA
Department of Administration

By: (FOR)
Brandon Clifton, Commissioner

Date:

Approved as to Form and Legality:
Office of the Attorney General

By: (FOR)
Theodore E. Rokita
Attorney General

Date:



Memo

To: Executive Committee
From: Kristyn Sanchez
Date: 10/22/2025
Re: Federal Exchange Resolution Bundle 2025-EXEC-016

Resolution Bundle 2025-EXEC-016 includes the following resolutions, which enable the Executive Director to enter into agreements for the following Federal Funds Exchange (FFE) projects:

A. City of Fishers

- a. 1901668 – Olio Rd & Southeastern Pkwy Roundabout
- b. \$2,951,438 Federal Funds Exchange

B. Hamilton County

- a. 2303FFE – 146th & Hazel Dell Intersection Improvement
- b. \$9,590,174 Federal Funds Exchange

C. City of Indianapolis

- a. 2310FFE – Madison Ave from Martin to Hanna Ave
- b. \$3,869,096 Federal Funds Exchange

If you have questions, please contact us at Kristyn.sanchez@indympo.gov

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF
THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION
APPROVING FEDERAL FUNDS EXCHANGE CONTRACTS**

Resolution Number 2025-EXEC-016

WHEREAS, the Indianapolis Metropolitan Planning Organization (the “IMPO”) is charged with the responsibility of providing for the continuing, cooperative and comprehensive transportation planning process for the Indianapolis Metropolitan Planning Area (“Planning Area”); and

WHEREAS, the IMPO Executive Committee (“Executive Committee”), a committee of the IMPO, is the overseeing body for the IMPO, other than for transportation-related funding activities of the IMPO under applicable U.S. Department of Transportation regulations; and

WHEREAS, it is the desire of the Executive Committee to authorize and approve certain actions as further set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Executive Committee of the IMPO as follows:

SECTION 1: That the Executive Director is approved and authorized to negotiate and enter into the contracts and agreements listed in Exhibit A in the form of the agreement listed in Exhibit B attached hereto and incorporated by reference.

SECTION 2: That any prior action taken by the Executive Director or any staff necessary in connection with the item or items approved herein is hereby ratified and adopted as actions on behalf of the IMPO.

SECTION 3: That any officer, including but not limited to the Executive Director of the IMPO, and each of them, is authorized and empowered to take any and all action necessary and to execute all agreements, instruments and other documents, in such form and as each of such officer(s) considers necessary or desirable to effectuate the foregoing resolutions and to carry out the purposes thereof; the taking of any such action and execution of any such agreement, instrument or document to be conclusive evidence of the due authorization thereof by the Executive Committee of the IMPO.

SECTION 4: This Resolution shall be effective immediately upon its passage.

* * * * *

PASSED by the Executive Committee of the Indianapolis Metropolitan Planning Organization this 21st day of November 2025.

Chair, Indianapolis MPO Executive Committee

Anna M. Gremling, Executive Director
Indianapolis Metropolitan Planning Organization

0141736.0718524 4856-1361-9302v1

EXHIBIT A

CONTRACTS AND ENGAGEMENTS

**INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION
LOCAL PUBLIC AGENCY FEDERAL FUNDS EXCHANGE PROJECT GRANT
AGREEMENTS**

To execute an agreement with the City of Fishers (the “LPA”), to provide the LPA with Indianapolis Metropolitan Planning Organization Federal Funds Exchange dollars for an amount not to exceed \$2,951,438 utilizing state funds provided by the IMPO for the Olio Rd & Southeastern Pkwy Roundabout (1901668). A form of the agreement is attached hereto and incorporated herein as Exhibit B.

To execute an agreement with Hamilton County (the “LPA”), to provide the LPA with Indianapolis Metropolitan Planning Organization Federal Funds Exchange dollars for an amount not to exceed \$9,590,174 utilizing state funds provided by the IMPO for the 146th & Hazel Dell Intersection Improvement (2303FFE). A form of the agreement is attached hereto and incorporated herein as Exhibit B.

To execute an agreement with the City of Indianapolis (the “LPA”), to provide the LPA with Indianapolis Metropolitan Planning Organization Federal Funds Exchange dollars for an amount not to exceed \$3,869,096 utilizing state funds provided by the IMPO for Madison Ave from Martin to Hanna Ave (2310FFE). A form of the agreement is attached hereto and incorporated herein as Exhibit B.

EXHIBIT B

**FORM OF
INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION
LOCAL PUBLIC AGENCY FEDERAL FUNDS EXCHANGE CONSTRUCTION
PROJECT GRANT AGREEMENT**

**INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION - LOCAL PUBLIC
AGENCY FEDERAL FUNDS EXCHANGE PROJECT GRANT AGREEMENT FOR
INSERT PROJECT NAME AND DES #**

Contract #

This Grant Agreement (hereinafter “Agreement”), entered into by and between the Indianapolis Metropolitan Planning Organization (the “IMPO”) and [REDACTED], a Local Public Agency in good standing with the IMPO, (the “LPA”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Funding Source.

The purpose of this Agreement is to enable the IMPO to award \$ [REDACTED] (the “Grant”), representing the IMPO’s portion of % [REDACTED] the eligible Construction and/or Construction Engineering costs of the project (the “Project”) described in Attachment A of this Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Agreement and in conformance with Indiana Code § 36-9-42.2 establishing the authority to make this Grant, as well as any rules adopted thereunder in accordance with the Programmatic Federal Funds Exchange Agreement dated August 28, 2020. The funds received by the LPA pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with this Agreement and for no other purpose.

RECITALS

WHEREAS, LPA has applied to IMPO for the Project described in Attachment A; and

WHEREAS, LPA agrees to pay its share of the Project cost as stated in this Agreement; and

WHEREAS, the IMPO agrees to make the funding available that would otherwise be available for this and other projects for the LPA’s use subject to all of the conditions of this Agreement; and

WHEREAS, IMPO and the LPA (hereinafter collectively “the PARTIES”) desire to contract on certain project description, scheduling, and funding allocation; and

WHEREAS, the PARTIES have determined the Project is in the best interests of the citizens of Central Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-6, 8-23-4-7, 36-1-4-7, 36-1-7-3, and 36-9-42.2; and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all State and Federal requirements and fiscally manage the Project.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the PARTIES agree as follows:

The “Recitals” and “Notice to PARTIES” above are hereby made an integral part and specifically incorporated into this Contract.

UNDERSTANDINGS

2. Representations and Warranties of the LPA.

A. The LPA expressly represents and warrants to the IMPO that it is statutorily eligible to receive these Grant funds and that the information set forth in its IMPO Call For Projects (CFP) Application is true, complete and accurate. The LPA expressly agrees that it will be solely responsible for the costs of the Project should it be determined either that it was ineligible to receive the funds, it made any material misrepresentation on its CFP application, or the Federal Exchange Program is terminated or substantially modified such that the IMPO is unable to secure the funds necessary to reimburse the LPA for the advanced construction project.

The LPA certifies that it is a current dues paying member of the IMPO in good standing and further agrees to continue paying IMPO dues up to and including two years post IMPO closeout of the project described in Attachment A attached to and made an integral part of this agreement. The LPA expressly agrees to promptly repay all funds paid to it under this Agreement should it stop dues payments to the IMPO, and the LPA will be required to repay the IMPO the full **[INSERT FUND NAME(S) FROM SECTION 1]** portion of the project as described in Attachment A of this Agreement per the Repayment clause in Section 8(D).

C. In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Agreement, the PARTIES understand that:

1. The LPA will prepare or cause to be prepared all required environmental document(s) or studies for each project in accordance with all pertinent state and federal laws, regulations, policies and guidance.
2. The LPA shall ensure that all contracts or procurements for work on all projects funded under the Agreement comply with all applicable state and local public purchasing laws and competitive bidding requirements (in accordance with I.C. 36-9-42.2-10. Further, in accordance with I.C. 36-9-42.2-5(6) and (7), professional services must be performed by an entity that is prequalified by INDOT, and award of all contracts for professional services that are paid with grant funds must be made on the basis of competence and qualifications. Reasonable compensation for such contracts must be negotiated by the LPA following selection of project contractor.
3. The LPA shall complete all right-of-way acquisition, utility coordination, railroad coordination, and acquire the necessary permit(s) in accordance with applicable law.
4. The LPA shall let and award construction contracts for all projects funded under this Agreement according to any applicable laws and rules.
5. The LPA shall provide competent and adequate engineering, testing, and inspection services to ensure the performance of work on each project funded under this Agreement is in

accordance with the construction contract, plans and specifications and any special provisions or approved change orders.

6. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the [INSERT FROM SECTION 1] funds allocated to the projects funded under this Agreement.
7. The LPA shall certify that it has verified the suspension and debarment status for all contractors and sub-contractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The LPA shall immediately notify the IMPO if any contractor or subcontractor becomes debarred or suspended, and shall, at the IMPO's request, take all steps required by the IMPO to terminate its contractual relationship with the contractor or sub-contractor for work to be performed under this Agreement.
8. The LPA shall agree to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
 - (a) of the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
 - (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA shall also agree to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA shall also agree to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant this contract. Provided, however, that the LPA's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of Indianapolis

Metropolitan Planning Organization, its Board of Directors, agents, officers, or employees or the sole negligence or willful misconduct of the State of Indiana or INDOT.

D. The LPA has committed matching funds from any available revenue source, except as otherwise provided by law, in the amount equal to whatever matching funds would have been required under federal law for the federal funding type for which an individual project would have been eligible, to accomplish the required match of I.C. 36-9-42.2-5(4) as specified in Attachment A.

3. Implementation of and Reporting on the Project.

The LPA shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its CFP Application, which is on file with the IMPO and is incorporated by reference. Substantial modification of the Project shall require prior written approval of the IMPO.

4. Term.

This Agreement commences on the date approved by the IMPO, and shall remain in effect for **()** years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with IMPO Procedures.

The LPA understands that the LPA must procure materials and/or a contractor for the Project no later than the end of the **State Fiscal Year indicated in the award letter**, attached hereto as **Attachment B** and incorporated fully herein.

5. Funding.

The LPA agrees to the following:

- A. It may use the IMPO funds only for eligible expenses per the IMPO Federal Funds Exchange Program Guidance related to the Project described in **Attachment A**;
- B. If it uses the IMPO funds for any purpose other than as described in **Attachment A**, the LPA
 - i. must immediately repay all grant funds provided to the IMPO; and
 - ii. may not participate in the Call for Projects during the succeeding calendar year.
- C. Disbursement of grant funds will not be made until the LPA's submission of an accepted/awarded Project Material Bid and submission of the Notification of Contractor Award and Request for IMPO Federal Exchange Funds form.
- D. The IMPO's participation in the Project is strictly limited to the grant funds awarded herein. The LPA understands and agrees that the IMPO is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the IMPO agrees to provide such advance payment, advance payment shall be made only upon submission of a proper accepted bid/award, contract, claim setting out the intended purposes of those funds. After such funds have been expended, LPA shall provide IMPO with a reconciliation of those expenditures. All

payments will be by direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Executive Director of the IMPO.

B. The IMPO may require evidence furnished by the LPA that substantial progress has been made toward completion of the Project prior to making the payment under this Agreement. All payments are subject to the IMPO's determination that the LPA's performance to date conforms with the Project as approved, notwithstanding any other provision of this Agreement.

C. Project costs greater than the total of the IMPO's grant and the LPA's match shall be borne by the LPA. In the interest of clarity and to avoid misunderstanding, the IMPO shall not pay the LPA for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Agreement.

7. Project Monitoring by the IMPO.

The IMPO or its authorized designees may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement and for up to ninety (90) days after close out of the project or is otherwise terminated. The LPA shall extend its full cooperation and give full access to the Project site and to relevant documentation to the IMPO or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in Attachment A, the CFP Application, and the terms and conditions of this Agreement;
- B. that LPA is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the IMPO.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. Upon the request of the IMPO, the LPA shall be subject to an audit of funds paid through this Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Agreement and for a period of five (5) years after close-out by the IMPO or its authorized designee. Copies shall be furnished to the IMPO at no cost.

B. The LPA shall file the annual financial report identified in Ind. Code § 5-11-1-4 in accordance with the rules governing such reports as promulgated by the State Board of Accounts. All grant documentation shall be retained and made available to the IMPO if and when requested.

C. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the IMPO within sixty (60) days of completion of the Project. If for any reason, including overpayment of grant funds to the LPA, the LPA is required to repay to the IMPO the sum or sums of IMPO funds paid to the LPA under the terms of this Agreement, then the LPA shall repay to the IMPO such sum or sums within sixty (60) days after project closeout. Payment for any and all costs incurred by the LPA which are not eligible for IMPO funding shall be the sole obligation of the LPA.

D. If for any reason the IMPO finds noncompliance and requires a repayment of IMPO funds previously paid to the LPA, the LPA is required to submit such sum or sums within sixty (60) days after receipt of a billing from the IMPO. If the LPA has not paid the full amount due within sixty (60) calendar days past

the due date, the IMPO may take further action including but not limited to barring future participation in the program.

9. Compliance with Laws.

A. The LPA shall comply with all applicable federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable State or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the IMPO and the LPA to determine whether the provisions of this Agreement require formal modification.

B. The LPA certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of permit fees or other statutory, regulatory or judicially required payments to the State. The LPA agrees that any payments currently due to the IMPO may be withheld from payments due to the LPA. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the LPA is current in its payments and has submitted proof of such payment to the IMPO.

D. The LPA warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana or any of the State of Indiana's political subdivisions and agrees that it will immediately notify the IMPO of any such actions. During the term of such actions, the LPA agrees that the IMPO may suspend funding for the Project. If a valid dispute exists as to the LPA's liability or guilt in any action initiated by the IMPO, and the IMPO decides to suspend funding to the LPA, the LPA may submit, in writing, a request for arbitration. Arbitration shall be conducted by the American Arbitration Association using its Commercial Arbitration rules. A determination by the arbitrator shall be binding on the parties. Any disbursements that the IMPO may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The LPA warrants that the LPA and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work related to the Project. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of future grant opportunities with the IMPO.

10. Debarment and Suspension.

A. The LPA certifies by entering into this Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana.

B. The LPA certifies that it has verified the suspension and debarment status for all contractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The LPA shall immediately notify the IMPO if any contractor becomes debarred or suspended, and shall, at the IMPO's request, take all steps required by the IMPO to terminate its contractual relationship with the contractor for work to be performed under this Agreement.

11. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. LPA will give written notice to the IMPO within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA, or one of the LPA's contractors, has been convicted of a criminal drug

violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the IMPO for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Agreement is in excess of \$25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the IMPO within fourteen (14) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, IMPO or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification.

As required by IC § 22-5-1.7, the LPA hereby swears or affirms under the penalties of perjury that:

- A. The LPA has enrolled and is participating in the E-Verify program;
- B. The LPA has provided documentation to the IMPO that it has enrolled and is participating in the E-Verify program;
- C. The LPA does not knowingly employ an unauthorized alien.
- D. The LPA shall require its contractors who perform work under this Agreement to certify to LPA that the contractor does not knowingly employ or contract with an unauthorized alien

and that the contractor has enrolled and is participating in the E-Verify program. The LPA shall maintain this certification throughout the duration of the term of a contract with a contractor.

The IMPO may terminate for default if the LPA fails to cure a breach of this provision no later than thirty (30) days after being notified by the IMPO.

13. Funding Cancellation.

When the Executive Director of the IMPO makes a written determination that funds are not appropriated, will not be appropriated, or otherwise available to support continuation of performance of this Agreement, it shall be canceled as concerns any payments due after the date of non appropriation. However, any funding provided prior to the date of such lack of appropriation shall remain in place and shall not be canceled. The IMPO represents and warrants that the Executive Director shall take all reasonable and appropriate steps to make funding available for this Agreement, and shall not unreasonably determine that no funds are available or otherwise determine that funds are not appropriated. A determination by the Executive Director of the IMPO that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

15. Status of Claims.

The LPA shall be responsible for keeping IMPO currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Agreement. The LPA shall send notice of claims related to work under this Agreement to:

IMPO Senior Finance Analyst I

16. Governing Law.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the federal or state courts located within the State of Indiana.

17. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Agreement must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The

federal Electronic and Information Technology Accessibility Standards can be found at:
<http://www.access-board.gov/508.htm>.

18. Insurance.

Except for self-insured governmental entities as acknowledged by the IMPO, the LPA shall maintain insurance with coverages and in such amount as may be required by the IMPO, and the IMPO shall be named as an additional insured on all projects covered by this Agreement.

19. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, sexual orientation, gender identity, disability, ancestry, status as a veteran, or any other characteristic protected by federal, State, or local law ("Protected Characteristics"). Furthermore, LPA certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. The LPA shall agree with the Title VI Assurances listed in Attachment C.

20. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail and by first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the IMPO shall be sent to:

Indianapolis Metropolitan Planning Organization
Attention: Principal Planner Programming Section
200 East Washington Street, Suite 2322
Indianapolis, IN 46204
E-mail: info@IndyMPO.org

With a copy to:

Senior Transportation Finance Analyst I
Indianapolis Metropolitan Planning Organization
200 East Washington Street, Suite 2322
Indianapolis, IN 46204
Email: Kristyn.sanchez@indympo.org

B. Notices to the IMPO regarding project management shall be sent to:

C. Notices to the LPA shall be sent to:

As required by IC § 4-13-2-14.8, payments to the LPA shall be made via electronic funds transfer in accordance with instructions filed by the LPA with the IMPO.

21. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, (2) this Agreement, (3) Exhibits prepared by the IMPO, (4) IMPO Call for Projects; (5) the CFP Application; and (6) Exhibits prepared by LPA. All of the foregoing are incorporated fully herein by reference.

22. Public Record.

The LPA acknowledges that the IMPO will not treat this Agreement as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the IMPO.

23. Termination for Breach.

A. Failure to complete the Project and expend IMPO, local and/or private funds in accordance with this Agreement may be considered a material breach, and shall (if so determined) entitle the IMPO to suspend grant payments, and to suspend the LPA's participation in IMPO grant programs until such time as all material breaches are cured to the IMPO's reasonable satisfaction.

B. The expenditure of IMPO funds other than in conformance with the Project or the Budget may be deemed a breach. The LPA explicitly covenants that it shall promptly repay to the IMPO all funds not spent in conformance with this Agreement or otherwise cure the breach to the reasonable satisfaction of the IMPO.

24. Travel.

No expenses for travel will be reimbursed unless specifically authorized by this Grant.

25. IMPO Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the IMPO's standard contract clauses in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements; Project Monitoring was modified.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that an IMPO officer, employee, or special IMPO appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the LPA attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

AGREEMENT TO USE ELECTRONIC SIGNATURES

In Witness Whereof, the LPA and the IMPO have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

[LPA]

By: _____

Name and Title, Printed
Date: _____

Indianapolis Metropolitan Planning Organization

By: _____

Anna Gremling, Executive Director
Date: _____

(for)

ATTACHMENT A

PROJECT DESCRIPTION

Local Public Agency:

IMPO Des. No.:

The IMPO Federal Funds Exchange maximum amount allocated to the Project is

Program:

Project Type:

Location:

A general scope/description of the Project is as follows:

ATTACHMENT B
AWARD LETTER

ATTACHMENT C: TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by IMPO or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to IMPO, or the *Federal Highway Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, IMPO shall impose such contract sanctions as it or the *Federal Highway Administration* may determine to be appropriate, including, but not limited to:
 - a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b) cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as IMPO or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request IMPO to enter into such litigation to protect the interests of IMPO, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

0141736.0740060 4859-7395-2869v4