MEETING AGENDA

1. Welcome & Introductions  
   Mayor Cook, City of Westfield  
   5 min.

ITEMS FOR APPROVAL

2. Minutes from May 22, 2020 Administrative Committee Meeting  
   Mayor Cook, City of Westfield  
   5 min.

3. Financial Update  
   a. Memorandum  
   b. Resolution #2020-EXEC-001  
      i. License Agreement  
      ii. Pedal and Park  
   Anna Gremling, MPO  
   5 min.

4. Fiscal Agent for Regional Development Authority  
   a. Resolution #2020-EXEC-004  
   Anna Gremling, MPO  
   5 min.

STATUS REPORTS

5. Bylaws – Next Update  
   Anna Gremling, MPO  
   5 min.

6. 5307/5311  
   Jen Higginbotham, MPO  
   10 min.

7. Regional Development Authority  
   a. New legislation  
   Anna Gremling, MPO  
   5 min.

8. Human Resources Update  
   Anna Gremling, MPO  
   5 min.

OTHER BUSINESS

9. Other Items of Business  
   Anna Gremling, MPO  
   5 min.

10. Adjournment  
    Mayor Cook, City of Westfield  
    1 min.
Indianapolis Regional Transportation Council
Administrative Committee Meeting Minutes
May 22, 2020
9:00 a.m. – 11:00 a.m.
IndyGo Board Room
1501 West Washington Street, Indianapolis, IN 46222

Committee Members Present

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<td>Dennis Buckley – City of Beech Grove</td>
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<td>Andy Cook – City of Westfield</td>
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<td>Dan Parker – City of Indianapolis</td>
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<td>Andrew Klinger – Town of Plainfield</td>
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<td>Inez Evans – IndyGo</td>
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<td>Eric Wathen – Hendricks County</td>
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<td>Jason Taylor – City of Fishers</td>
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<td>Tom Klein – Town of Avon</td>
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Committee Members Absent

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<td>Mark Heirbrandt – Hamilton County</td>
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Others Present

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<tr>
<td>Anna Gremling – MPO</td>
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<td>Sean Northup – MPO</td>
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<td>Nick Badman – MPO</td>
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<td>Steve Cunningham – MPO</td>
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<td>Jen Higginbotham - MPO</td>
<td>Danielle Gerlach - MPO</td>
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<td>Denise Barkdull – Frost Brown Todd</td>
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<td>Mark Myers – City of Greenwood</td>
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<td>Robert Dirks – FHWA</td>
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1. WELCOME & INTRODUCTIONS

Andy Cook called the Administrative Committee meeting to order at 9:07 a.m. and welcomed the members. He then turned the meeting over to Anna Gremling, who conducted roll call.

ITEMS FOR APPROVAL

2. APPROVAL OF MINUTES (SEEKING APPROVAL)

Anna Gremling asked if any members had corrections for the January 24th Administrative Committee Draft Minutes. Tom Klein said the date on the document was incorrect, saying the year was 2018 instead of 2020.

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<td>Hendricks County</td>
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Dennis Buckley moved to approve the January 24th, 2020 minutes as amended. Andrew Klinger seconded the motion.
The minutes of the the January 24th, 2020 IRTC Administrative Committee Meeting were approved. MOTION PASSES.
3. **INDOT Federal Exchange**

Anna Gremling said the current Federal Exchange Agreement with INDOT is not in its final form, but she is requesting authorization from the IRTC to enter into an agreement with INDOT when the final form is agreed upon in the next 30 days. As of now, the agreement allows a 90-10 funding split for the MPO’s entire federal allocation for three years, with some allocation flexibility until the swap is in full effect. The MPO is still waiting on clarification on a few items; if there is new stimulus funding, the MPO wants those funds to be exempt from the split and the MPO has requested some changes to the boilerplate contract language.

Robert Dirks said there is a redistribution every August that provides additional funding to each state and that the MPO may want to address that in the agreement. Steve Cunningham said that language is not currently in the agreement, instead it points to the sharing agreement INDOT has with all MPOs in the state, but staff will look into that. Jason Taylor asked if there is a new transportation bill or some kind of funding supplement, would that funding be subject to the proposed agreement. Gremling said that the supplemental funding would not be subject to the split under the MPO’s proposed changes. Cunningham said there is language in the agreement that recognizes the MPO could get a new transportation bill that could change funding types or create new funding categories, and that those funds be included in the swap so as to not lose out on potential funding if a new bill is enacted. Dirks asked Cunningham if there was any language covering earmarks. He responded that earmarks were not addressed, but if a source of funding outside of the agreement was created, the MPO asked that it be exempt from the split.

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Dan Parker moved to recommend approval to authorize the director of the MPO to enter into a funding split with INDOT. Eric Wathen seconded the motion. The IRTC Administrative Committee recommended approval to authorize the director of the MPO to enter into a funding split with INDOT. MOTION PASSES.

4. **Bylaws**

Anna Gremling asked that Denise Barkdull go over any changes that were made since last week. Barkdull said there was discussion about whether a chair has to be an elected official and any issues that would created with a non-elected official proxy in terms of allowable duties. Provisions on jurisdiction classification will remain as they exist now. The current intention is that the MPO will evaluate any changes in its election process between June 1, 2020 and January 2021. She also said they are considering having Executive Committee elections line up with municipal and county election cycles to ensure that the entire committee isn’t lost at the same time. Gremling then asked the members to volunteer for the one and two year slots in the Executive Committee. Because Indianapolis is guaranteed a seat, Dan Parker would remain indefinitely. The two year seats will be filled by Andy Cook, Andrew Klinger, Jason Taylor, and Eric Wathen. The one year seats will be filled by Tom Klein, Dennis Buckley, Inez Evans, and Mark Heirbrandt. Gremling asked if there were any other questions regarding bylaw items. There were none.
Tom Klein moved to recommend approval of new Bylaws. Mayor Dennis Buckley seconded the motion.

The IRTC Administrative Committee recommended approval of new Bylaws. MOTION PASSES.

5. **Human Resources Manual**

Anna Gremling said MPO leadership tried to at least maintain or improve benefits for staff with the goal of recruiting and retaining high-quality staff. She also announced that the City of Indianapolis is not allowing benefit leave to roll over into the new organization and requires the MPO to pay out the remaining leave balances to staff Frost Brown Todd has been negotiating with the City on the MPO’s behalf as their legal counsel. The MPO is considering front loading the benefit leave staff would accrue from June 2020 to December 31, 2020, and going back to monthly accrual in January 2021.

Tom Klein moved to recommend approval of the HR Policy Manual. Inez Evans seconded the motion.

The IRTC Administrative Committee recommended approval of the HR Policy Manual.

6. **Bundle #1 (New Organization Current Members, Approval of Executive Director, Executive Committee and Officers)**

Anna Gremling said this bundle would turn the Administrative Committee into the Executive Committee and carry over existing membership to the new organization. New bylaws will be included in this bundle as well.
Dennis Buckley moved to recommend approval of Resolution Bundle #1. 
Inez Evans seconded the motion.
The IRTC Administrative Committee moved to recommend approval of Resolution Bundle #1.

7. **Bundle #2 (INDOT Grant Agreement, Financial Commitments, 2020 MPO Budget)**

Sean Northup said this bundle includes the grant agreement with INDOT, bringing financial commitments to the new organization (includes moving existing contracts from Indianapolis to the new organization), and approval of a 2020 MPO budget. The grant agreement has been split into two parts, with 75% of the grant agreement disbursed for June 1st to December 31st. There will be some changes after reconciliation with the City of Indianapolis, so the numbers will be amended after that. The packet includes data contracts, open contracts, and the 2020 budget. Northup said budget sections for Economic Development, Housing, and Water will be added in the future. Anna Gremling said the MPO is presenting this for full transparency as they move forward from the City of Indianapolis to the new organization.

Dennis Buckley moved to recommend approval of Resolution Bundle #2. Jason Taylor seconded the motion.
The IRTC Administrative Committee moved to recommend approval of Resolution Bundle #2.

8. **Bundle #3 (HR Benefits MOU, INPRS, ISA Interlocal Agreement, Lease Memorandum of Understanding)**

Anna Gremling said this bundle includes approval of INPRS retirement plans and approval to enter into an interlocal agreement with ISA, the IT provider for the City of Indianapolis. Item D (office lease agreement) was not included in the bundle and may not be in the June 1 bundle. It will most likely be on the July agenda for the Executive Committee. The bundle also includes an MOU to acquire human resources benefits through the City of Indianapolis.
Inez Evans moved to recommend approval of Resolution Bundle #3. Andy Cook seconded the motion.
The IRTC Administrative Committee moved to recommend approval of Resolution Bundle #3.

9. AMENDMENTS

Anna Gremling said the contracts presented in the packet require time-only extensions, not increases in fund allocations. The contracts were expected to be completed by June 30, 2020 but for one reason or another were unable to be completed. She would like to have all contracts expire at the end of the year so that the MPO can more easily manage contract closures.

Jason Taylor moved to recommend approval of contract amendments as presented. Tom Klein seconded the motion.
The IRTC Administrative Committee moved to recommend approval of the contract amendments as presented.

10. NEW CONTRACTS

Anna Gremling said the final item for approval is the authorization of new contracts. The packet did not include the contract for Envision Sustainability Tools, which provides the MetroQuest survey tool that the MPO uses for public engagement, but the contract item was walked on during this meeting. Gremling said the tool is available for use by all LPAs, and the MPO can provide some training on how to use MetroQuest and highlighted some of its benefits. Other contracts include Gregory and Appel (human resources), Resource System Group (freight model), and Corradino Group (2019 ARIES crash data cleanup).
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Dennis Buckley moved to recommend approval of new contracts. Inez Evans seconded the motion. The IRTC Administrative Committee moved to recommend approval of new contracts.

**OTHER BUSINESS**

**11. OTHER ITEMS OF BUSINESS**

Anna Gremling said that because the Executive Committee will be the operating committee for the new organization, they will be meeting monthly. Those meetings will be added to the calendar. She also said that if LPAs have any amendments they need to submit to the LRTP, they must make sure to submit those by July 31st. She also thanked Dan Parker for the assistance he has provided the MPO as they separate from the City of Indianapolis. Sean Northup said the MPO does not know exactly what the agendas will look like every month, but the reason for monthly meetings will be contract approval.

Tom Klein asked if there will be an event to recognize the split from the City of Indianapolis. Gremling said the MPO is constrained by the COVID crisis, but they are hoping to do something for staff in the near future. Klein proposed that the IRTC do something to recognize staff and the City of Indianapolis for all of their work and help assisting in the separation. Dan Parker thanked Mark Myers for his help with the County Line grant agreement and Inez Evans for working with the City of Indianapolis to realign IndyGo’s transit lines as the City temporarily shuts down some roads to traffic.

**12. ADJOURNMENT**

Dennis Buckley moved to adjourn the meeting. Andrew Klinger seconded the motion. The Administrative Committee voted in favor of adjournment at 10:12 a.m.
Memo

To: Indianapolis Metropolitan Planning Organization Executive Committee
From: Danielle Gerlach, MPO
Date: June 18, 2020
Re: Resolution Bundle 2020-EXEC-001

Resolution Bundle 2020-EXEC-001 includes the following resolutions, which enable the Executive Director to enter into agreements with vendors for products and services as described:

A. City of Indianapolis
   a. To allow the MPO Executive Director to negotiate and enter into a License Agreement of the current MPO office space generally described as 2,944 square feet located at 200 E. Washington St., Indianapolis, IN 46204, City County Building Suite 2322
   b. Total Cost: negotiating / 80% federal funding and / 20% local

B. Bicycle Indiana
   a. To negotiate and execute an agreement for the administration of the Pedal and Park Program, which provides free supervised parking for bicycle users at events
   b. Total Cost: $15,000.00 ($12,000.00 / 80% federal funding and $3,000.00 / 20% local)

If you have additional questions, please feel free to call me at 317.327.5135.
A RESOLUTION OF THE EXECUTIVE COMMITTEE OF
THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION
APPROVING CERTAIN ACTIONS

Resolution Number 2020-EXEC-001

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: Approve and authorize the Executive Director to negotiate and enter into the contracts 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 by a vote of ___ ayes and ___ nays this ___ day of __________, 2020.

____________________________________________________
Chair, Indianapolis MPO Executive Committee

____________________________________________________
Anna M. Gremling
Indianapolis MPO Executive Director

4819-6705-2224v3
EXHIBIT A

NEW CONTRACTS
CITY OF INDIANAPOLIS

To allow the MPO Executive Director to negotiate and enter into a License Agreement of the current MPO office space generally described as 2,944 square feet located at 200 E. Washington St., Indianapolis, IN 46204, City County Building Suite 2322 and utilizing 80% federal funds provided by the MPO and 20% local match funds provided by MPO membership dues in the form attached hereto as Exhibit B as may be modified and finalized as provided for in the Resolution.

INDIANA BICYCLE COALITION, DBA/BICYCLE INDIANA, INC.

To negotiate and execute an agreement for the administration of the Pedal and Park Program, which provides free supervised parking for bicycle users at events and utilizing 80% federal funds provided by the MPO ($12,000) and 20% local match funds provided by MPO membership dues ($3,000) for a total amount not to exceed $15,000. The term of the contract extends to December 31, 2020.
EXHIBIT B

FORM OF LICENSE AGREEMENT
LICENSE AGREEMENT
BETWEEN
CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA
BY AND THROUGH THE
OFFICE OF FINANCE AND MANAGEMENT
AND
INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION

This License Agreement (the “Agreement”) is entered into by and between Consolidated City of Indianapolis (the “City”) Marion County, Indiana (the “County”) by and through the Office of Finance and Management (the “Licensor”) and Indianapolis Metropolitan Planning Organization (the “Licensee”), and is executed pursuant to the terms and conditions set forth herein.

WHEREAS, Licensor is currently the primary Tenant of the City-County Building, 200 East Washington Street, Indianapolis, Indiana, 46204 where the Marion County Building Authority (the “Building Authority”) is the Landlord; and

WHEREAS, Licensor and Licensee desire to enter into a License Agreement whereby Licensor grants Licensee a limited, non-exclusive, and revocable right to use the space that is currently occupied by the Licensee and generally described as 2,944 square feet on the 23rd floor of the City-County Building, 200 East Washington Street, Indianapolis, Indiana 46204 (the “Licensed Area”); and

WHEREAS, Licensee currently occupies and uses the Licensed Area; and

WHEREAS, as of June 1, 2020 the Licensee separated from the City as a standalone entity;

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

1. **Term.** This Agreement shall be from and including 1st day of June 2020, to and including December 31, 2021 (the “Initial Term”) unless sooner terminated pursuant to the provisions contained herein. This Agreement shall not automatically renew and shall be amended on an annual basis after the end of this Initial Term and any subsequent term.

2. **Grant of License.** The Licensor hereby grants to the Licensee the non-exclusive, and revocable right to use the Licensed Area, for the purposes spelled out and allowed in IC 36-7-7.7 et seq. and IC 36-7.7 et seq. and all other lawful purposes. Licensor hereby certifies that Licensor has obtained any and all required consents and agreements, including but not limited to those required by the Building Authority, to enter into this Agreement and grant the license to the Licensee.

3. **Maintenance.** The Licensee shall not commit or permit waste or damage to the premises, or permit any nuisance or hazardous or unsafe condition to occur or exist on the premises, ordinary wear and tear excepted. The Licensor shall be responsible for cleaning and trash removal. The Licensor shall not be responsible for installing, maintaining, or moving any connectivity or information technology services or products in or about the premises, regardless of whether installed, maintained, or moved by the Building Authority or any other party.
4. Modification of Space. Licensee shall be solely responsible for costs associated with any modifications of their Licensed Area. Modifications of any fixed structure or wall in the Licensed Area shall be subject to approval of the Building Authority, however, movable and nonpermanent modifications may be made by Licensee without approval. Licensor agrees that as of June 1, 2020, all of Licor’s furniture, fixtures, equipment and other personal property serving the Licensed Area (the “Existing Personal Property”), shall remain in place for Licensee’s exclusive use at no additional charge. Licensee may acquire or install any additional equipment, furniture, furnishings and other personal property (the “Licensee Personal Property” and with the Existing Personal Property, collectively, the “Personal Property”) on the Licensed Area as it desires as permitted by the Building Authority, and such Licensee Personal Property shall belong to Licensee. Provided that Licensee is not in default hereunder, at the expiration or termination of the Initial Term or any subsequent term, title to the Existing Personal Property shall be conveyed to Licensee, and Licensor shall provide a Bill of Sale to Licensee evidencing such conveyance. Until such time, Licensee shall be responsible for any loss or damage to the Existing Personal Property, reasonable wear and tear excepted, and shall promptly compensate Licensor therefor at replacement value.

5. Payment. The Licensee shall pay to Licensor the sum of $4,676.00 per month through the 2020 calendar year ending December 31, 2020. The amount of rent for the 2021 calendar year commencing January 1, 2021 shall be based on the City’s 2021 budget once it has been adopted. The parties agree to amend this Agreement to add the 2021 rental amount by December 31, 2020. Licensor shall send Licensee monthly invoices showing the amount of rent due. The total sum shall be paid within thirty (30) days of Licensee’s receipt of an invoice from Licensor. Should this Agreement be terminated prior to its expiration, Licensee’s liability for payment shall be pro-rated to the effective date of termination.

6. Use of the Premises. The Licensee’s use and occupancy of the premises shall at all times be safe and prudent, and in compliance with all applicable laws, ordinances, regulations and orders of any governmental authority. The Licensee’s use and occupancy shall be for the purpose of operating as a planning agency and a development authority, as described in IC 36-7-7.7 et seq. and IC 36-7.7 et seq. and all other lawful purposes.

7. Liability. The Licensee shall indemnify, defend, and hold harmless the Licensor and its officers, agents, officials, and employees from and against any and all claims, actions, causes of action, judgments, liability, costs and expenses, including attorney’s fees, arising out of any negligent act or omission by Licensee or any of its officers, agents, employees or subcontractors during the term of this Agreement. The Licensor shall indemnify, defend, and hold harmless the Licensee and its officers, agents, officials, and employees from and against any and all claims, actions, causes of action, judgments, liability, costs and expenses, including attorney’s fees, arising out of any negligent act or omission by Licensor or any of its officers, agents, employees or subcontractors during the term of this Agreement. Licensor hereby acknowledges that this Agreement does not relieve it from its liability for the payment of rent and the performance and observance of all of the terms, conditions, covenants and obligations under the terms of its agreements with the Building Authority. Licensor further acknowledges that this Agreement shall not be construed to modify, waive, impair, or affect any of the terms, provisions or conditions of the terms of its agreements with the Building Authority.

8. Assignment. This Agreement shall not be assigned, sublet, or otherwise disposed of by the Licensee except with the written consent of the Licensor being first obtained. Consent to assign, sublet or otherwise dispose of any portion of this Agreement shall not be construed to relieve Licensee of any responsibility for the fulfillment of this Agreement.
9. Termination. The license contemplated by this Agreement is revocable at the will of the Licensor, and may be terminated by the Licensor upon six (6) months prior written notification to the Licensee of the intent to terminate. If termination is effected by the Licensor, Licensee’s payment will be prorated to the effective date of termination. This Agreement may be terminated by the Licensee upon thirty (30) days prior written notice to the Licensor. If the Licensee terminates the Agreement, Licensee’s liability for payment shall be pro-rated to the effective date of termination.

10. Amendment. This Agreement may be amended only by written instrument signed by both the Licensor and the Licensee.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which shall be considered one and the same instrument.

13. Notices. Any notice required to be delivered hereunder shall be effective if given in writing and shall be deemed received when personally delivered, sent by United States mail, postage prepaid, certified and return receipt requested, addressed as follows:

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<tr>
<th>To Licensor:</th>
<th>To Licensee:</th>
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<tr>
<td>City of Indianapolis – Marion County Office of Finance and Management</td>
<td>Indianapolis Metropolitan Planning Organization</td>
</tr>
<tr>
<td>200 East Washington Street Suite 2222</td>
<td>200 East Washington Street, Suite 2322</td>
</tr>
<tr>
<td>Indianapolis, IN 46204</td>
<td>Indianapolis, IN 46204</td>
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<tr>
<td>Attn: Controller</td>
<td>Attn: Executive Director</td>
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14. Entire Agreement. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by the written consent of the parties hereto.

15. Insurance. Licensee shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City and County from the claims set forth below which may arise out of or result from Licensor’s operations under this Agreement, whether such operations be by Licensor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

1) Claims under Worker’s Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;

2) Claims for damages because of bodily injury and personal injury, including death, and;

3) Claims for damages to property.

Licensor’s insurance shall be not less than the amounts shown below:

A. Commercial General Liability (Occurrence Basis)
   Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations
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<th>Coverage</th>
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<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000.00</td>
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<td>Damage to Rented Premises</td>
<td>$100,000.00 (each occurrence)</td>
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<td>Medical Expense Limit</td>
<td>$5,000.00</td>
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<td>Personal and Advertising Injury Limit</td>
<td>$500,000.00</td>
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<td>General Aggregate Limit</td>
<td>$2,000,000.00 (Other than Products Completed Operations)</td>
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**NOTE:** GENERAL AGGREGATE TO APPLY PER PROJECT

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<td>Products/Completed Operations</td>
<td>$1,000,000.00</td>
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<td><strong>B. Auto Liability</strong></td>
<td>$1,000,000.00 (combined single limit)</td>
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<td>(owned, hired &amp; non-owned)</td>
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<td>Bodily injury &amp; property damage</td>
<td>1,000,000.00 each accident</td>
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<td><strong>C. Excess/Umbrella Liability</strong></td>
<td>$1,000,000.00 (each occurrence and aggregate)</td>
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<td><strong>D. Worker’s Compensation</strong></td>
<td>Statutory</td>
</tr>
<tr>
<td><strong>E. Employer’s Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury Accident</td>
<td>$100,000.00 each accident</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$100,000.00 each employee</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$500,000.00 policy limit</td>
</tr>
</tbody>
</table>

Certificates of Insurance, naming the City and County as an "additional insured," (A. B. and C. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with Licensor prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to Licensor.

With the prior approval of Licensor, Licensee may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Licensee shall be responsible for all deductibles.

Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Licensee to the above enumerated amounts.

15. **Conflict of Interest and Iran.** Licensee certifies and warrants to Licensor that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any
services required by this Agreement has or will have any conflict of interest, direct or indirect, with Licensor.

For purposes of compliance with IC 36-1-21, Licensee certifies and warrants to Licensor that Licensee, or a person who wholly or partially owns Licensee, is not a relative, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

16. **Additional Information upon Request.** The Licensee shall, upon request of the Licensor, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code section 22-2-17-3 or any other applicable law, to the extent such information is related to the provision of services under this Agreement.

17. **Wage Theft/Payroll Fraud.** The Licensee shall report, and shall require its subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against the Licensee or its subcontractors to the City’s Office of Finance and Management within thirty (30) days of notification of the complaint or adverse determination. If an adverse decision is rendered against the Licensee with respect to this Agreement, the Licensor may terminate this Agreement, reduce the incentives or subsidies to be provided under this Agreement, or seek other remedies.

18. **Waiver.** Licensee agrees to waive any and all claims that Licensee may have against Licensor by virtue of the Agreement. This includes any claims it may have against Licensor by virtue of the use of the space. Licensee further agrees that the storage of property at this space is at the risk of Licensee and that Licensor has no responsibility for any property of Licensee or Licensee’s guests, invitees, or agents. Licensee further acknowledge that the storage space that Licensee may use will be used by other companies that have agreements with Licensor.
IN WITNESS WHEREOF, the Licensor and Licensee have caused this Agreement to be executed as of the date first written above by the respective officers of the parties thereunto duly authorized.

INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION

By: ________________________________ Date: ____________________________
Printed: ________________________________
Title: ________________________________

CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA
BY AND THROUGH THE
OFFICE OF FINANCE AND MANAGEMENT (“Licensor”)

By: ________________________________ Date: ____________________________
    David Hortemiller, Deputy Controller

APPROVED FOR EXECUTION:

Joseph H. Hogsett, Mayor
By Mayor’s Designee:

By: ________________________________ Date: ____________________________
    Anne Mullin O’Connor
    Deputy Corporation Counsel

APPROVED AS TO FORM AND LEGALITY:

By: ________________________________ Date: ____________________________
    LeAnnette M. Pierce
    Assistant Corporation Counsel

Consent of the Indianapolis-Marion County Building Authority to the License Agreement:

By: ________________________________ Date: ____________________________
    Mark Peterson
    General Manager
A RESOLUTION OF THE EXECUTIVE COMMITTEE OF
THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION
APPROVING CERTAIN ACTIONS

Resolution Number 2020-EXEC-004

WHEREAS, the City of Indianapolis, by and through its Department of Metropolitan Development, Division of Metropolitan Planning Organization, has been the designated fiscal agent for the Central Indiana Regional Development Authority ("CIRDA") since Resolution No. 2016-RDA-002 was approved on December 1, 2016; and

WHEREAS, the MPO began operating as an independent organization under IC 36-7-7.7 on June 1, 2020, after mutual consent was granted by the City of Indianapolis, the MPO Policy Board, and the Governor of the State of Indiana; and

WHEREAS, the CIRDA board adopted a resolution 2020-RDA-003 on June 25, 2020, to change its designated fiscal agent from the City of Indianapolis to the MPO Executive Committee; and

WHEREAS, the MPO Executive Committee desires to act as the designated fiscal agent of CIRDA; and

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

SECTION 1: The MPO Executive Committee hereby agrees to act as the designated fiscal agent of the Central Indiana Regional Development Authority as of June 1, 2020, ratifies all previous acts taken with respect to such designation, and shall approve and execute any document or agreement necessary to accomplish the purposes of this resolution.

SECTION 2: That any prior action taken by the Executive Director or any staff necessary in connection with the 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 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 as of June 1, 2020.

* * * * *
PASSED by the Executive Committee of the Indianapolis Metropolitan Planning Organization by a vote of ____ ayes and ____ nays this ___ day of __________, 2020.

____________________________________________________
Chair, Indianapolis MPO Executive Committee

_______________________________________________
Anna M. Gremling
Indianapolis MPO Executive Director

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