**MEETING AGENDA**

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

**ITEMS FOR APPROVAL**

2. Minutes from July 24, 2020 Executive Committee Meeting
   - Mayor Cook, City of Westfield
   - 5 min.

**STATUS REPORTS**

3. Approval of Contracts
   - Anna Gremling, MPO
   - 10 min.
   - a. Memorandum
   - b. Resolution #20-EXEC-007

4. Title VI
   - Anna Gremling, MPO
   - 5 min.
   - a. Memorandum
   - b. Document
   - c. Resolution #20-EXEC-006

5. Monthly Financial Update
   - Kristyn Sanchez, MPO
   - 10 min.
   - a. Balance Sheet
   - b. Income Statement

6. Directors Review and Salary Adjustment
   - Sean Northup, MPO
   - 20 min.

7. Directors Update
   - Anna Gremling, MPO
   - 15 min.
   - a. CIRTA Directive Update
   - b. Contracts – time only extensions
   - c. Economic Statement of Interest – DUE 9/4

**OTHER BUSINESS**

8. Other Items of Business
   - Anna Gremling, MPO
   - 5 min.

9. Adjournment
   - Mayor Cook, City of Westfield
   - 1 min.
1. WELCOME & INTRODUCTIONS

Andrew Klinger called the Executive Committee meeting to order at 9:05 a.m. and welcomed the members.

ITEMS FOR APPROVAL

2. APPROVAL OF MINUTES (SEEKING APPROVAL)

Anna Gremling asked if any members had corrections for the June 26th Executive Committee Draft Minutes. Ryan Wilhite said there were references of the defunct “IRTC Administrative Committee”, and some errors in meeting location and the meeting attendance list.

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<tr>
<th>Committee Members Present</th>
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<tr>
<td>Dennis Buckley – City of Beech Grove</td>
<td>Dan Parker – City of Indianapolis</td>
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<td>Ryan Wilhite* – IndyGo</td>
<td>Jason Taylor – City of Fishers</td>
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<td>Eric Wathen – Hendricks County</td>
<td>Andrew Klinger – Town of Plainfield</td>
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<td>Mark Heirbrandt – Hamilton County</td>
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<td>Anna Gremling – MPO</td>
<td>Sean Northup – MPO</td>
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<td>Nick Badman – MPO</td>
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<td>Jen Higginbotham – MPO</td>
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<td>Annie Dixon – MPO</td>
<td>Kristyn Sanchez – MPO</td>
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<td>Rose Scovel – MPO</td>
<td>Robert Dirks – FHWA</td>
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Dennis Buckley moved to approve the June 26th, 2020 Executive Committee Meeting Minutes as amended. Ryan Wilhite seconded the motion. The amended June 26th, 2020 Executive Committee Meeting Minutes were approved. MOTION PASSES.
3. **Lease Agreement and Frost Brown Todd Contract (Res. 2020-EXEC-002)**

Anna Gremling said the lease agreement with the City of Indianapolis did not have quorum to approve the contract at the June 26th, 2020 meeting and was tabled, and so needs to be removed from the table and voted on.

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Jason Taylor moved to remove the lease agreement from the table. Dennis Buckley seconded the motion. The lease agreement was removed from the table. MOTION PASSES.

Anna Gremling said the resolution includes a contract with Frost Brown Todd to provide legal services. They have served in legal review capacity for the MPO, examining the new organization’s bylaws and federal exchange agreement among other tasks, such as general contracting, and the future LPA contract agreements. The other item in this resolution includes a lease agreement with the City of Indianapolis to remain in the City County Building through the rest of 2020 and the entirety of 2021.

Jason Taylor asked Gremling if she thought there could be some unforeseen costs with Frost Brown Todd due to the stay at home orders. Gremling said that there have been many one-time costs that have come up and the MPO will reevaluate its legal needs when those projects are complete.

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Dan Parker moved to split the resolution into two separate items for approval. Dennis Buckley seconded the motion. The resolution was split into two separate items for approval. MOTION PASSES.
**Dennis Buckley** moved to approve the Frost Brown Todd contract. **Ryan Wilhite** seconded the motion. The Frost Brown Todd contract was approved. MOTION PASSES.

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4. **CEDS (Res. #2020-EXEC-003)**

**Rose Scovel** said the MPO submitted a grant request for a Comprehensive Economic Development Strategy (CEDS) to the Economic Development Agency (EDA). The EDA followed up the application with a list of requests, which included a resolution by the MPO’s board that allows **Scovel** to submit the application and for **Anna Gremling** the power to execute any grant agreements. **Gremling** clarified that the application does include letters of support from all counties.

**Eric Wathen** moved to approve the MPO Lease Agreement with the City of Indianapolis. **Ryan Wilhite** seconded the motion. The MPO Lease Agreement with the City of Indianapolis was approved. MOTION PASSES.
Marc Heirbrandt moved to approve Resolution 2020-EXEC-003. Ryan Wilhite seconded the motion. The Executive Committee approved Resolution 2020-EXEC-003. MOTION PASSES.

STATUS REPORTS

5. **Unified Planning Work Program (UPWP)**

Sean Northup said the work program is similar to the MPO’s budget. It is federally required so that there is increased transparency showing what the MPO is spending federal dollars on. The MPO will be back with a standard budget in September. The work program will be approved by Transportation Policy Committee and Executive Committee will approve the budget. He referenced the different sources of revenue that will be coming into the MPO, and described anticipated costs as shown in the Activities Table included in the packet. The Activities Table included new sections for economic development, housing/land use, and water/environment activities. These will be the future planning areas of the new MPO. Ryan Willhite asked for a clarification on the amounts. Northup said that the numbers have not yet been finalized so it is fluid and the final version will balance costs and revenue ahead of the August Policy meeting. The Transportation Policy Committee is the final approver of the UPWP.


Krystin Sanchez gave an overview of the MPO’s monthly balance sheet and income statement. Accounts receivable includes the 2021 dues for local match. The report includes existing assets which will be revised to reflect depreciation. Current liabilities include mostly insurance, parking, and storage rental. Andrew Klinger asked about how they receive money in the summer before budget decisions are typically made in January. Sanchez said that some checks typically come in during the initial call, but the majority are received in or after January each year.

7. **Bylaws**

Anna Gremling said this item will provide an overview of MPO staff’s review of possible membership representation in the Executive Committee and transit membership dues. Annie Dixon said staff examined a couple scenarios for population-based and standing committee structures. The MPO’s proposed methods are district-based, with a Central, North, West, and East District. It also includes one at-large seat. Staff updated the model to redistribute the excluded cities to different districts outside of their original Central District.

Mark Heirbrandt expressed concern that the excluded cities would most likely not get elected in their districts. Dan Parker instead suggested that the Central District could go from three members to two, and dedicate an extra at-large member that can only be from an excluded city. But the excluded cities would still have an opportunity to run for a seat in their own district as well, with all communities limited to one seat on the Executive Committee. The MPO said they will consider the idea. Jason Taylor wanted to include a process for assigning an at-large member from all members if none of the excluded cities want to serve on the committee. Ryan Wilhite said that we should also be conscious that the 2020 Census currently under way, and asked if MPO should reevaluate these numbers once the census results are released. Gremling said the MPO will have to reevaluate when those results are released in the next couple of years. Rose Scovel also said that the MPO will need to consider the new members that would be added when the MPA
boundary is adjusted. **Wilhite** asked what data source was being used for the current population analysis. **Dixon** said it was 2018 American Community Survey-5 year population data. **Wilhite** requested that the MPO rerun the numbers with 2010 population data since that is how current dues are calculated.

**Dixon** said MPO staff also examined how other transit providers commit dues to their MPOs. Staff recommendation is a flat rate of $5,000 per year per transit provider. The MPO examined a couple different scenarios, including dues based on ridership, revenue vehicle miles, and UPWP expenditures, but all were either too costly or unfair to the providers. **Wilhite** asked how this would affect everyone else’s dues. **Gremling** said that this would just be a flat rate that would be paid in addition to the existing dues, so other LPAs’ membership dues will remain the same.

### 8. **DIRECTOR’S UPDATE**

**Anna Gremling** said in December 2018, INDOT realized that suburban transit providers were using rural transit funds (5311 dollars) for trips that took place in urbanized areas. The MPO requested that INDOT delay shifting funding away from the providers until the new census numbers are released. INDOT agreed, but asked the MPO to come up with new funding recommendations. **Jen Higginbotham** said the MPO now has a list of tentative recommendations. Hamilton, Hancock, and Johnson Counties will act as single-county reporters and report 100% of their trips to the National Transit Database (NTD) as urban trips. Hendricks and Morgan Counties will act as a joint reporter. The next recommendation is to distribute 5307 funding in 2022 based on proportional loss. Staff also recommend that providers should research additional funding opportunities, and some resources will be listed in the final report. The Section 5339 program will have a small increase to this program, which funds capital expenses such as new vehicles. The MPO is still trying to understand the best method of reporting for Hendricks and Morgan Counties, and this may require an annual trip analysis that can be done by the MPO. Not-for-profits cannot receive 5307 money directly, so different administrative structures are being considered, which were presented. The MPO is still looking into what the administrative costs would be and CIRTA has an upcoming study to consider consolidating scheduling between organizations. **Higginbotham** also presented different procurement scenarios that would be used to fund not for profit operators. There will be another provider meeting in the next week and presentations to the MPO, CIRTA, and IndyGo boards will occur in August. The project team is planning to request board resolutions supporting the study’s recommendations in October.

**Gremling** provided a series of director updates to the Committee. She stated that there is a resolution for the 2045 LRTP Amendment #5 heading to the Transportation Technical and Policy Committees. There are three projects being amended. **Gremling** notified the committee that the Federal Exchange Agreement is very close to being signed, there are just a few points of clarification the MPO is waiting on. Staff also needs to understand what the new MPO-LPA process will be under the funding scenario. **Gremling** provided an update on the CIRTA directive from the previous Executive Committee meeting. CIRTA said they are open to the idea, but are not slowing down the process of looking for someone to fill the role. Conversations are ongoing. **Gremling** stated that the Regional Activities Center work is substantially complete. This work resulted in a map of activity centers that will replace the employment clusters that were used in project scoring in the last LRTP update. That map will be updated before every LRTP update. **Gremling** said that staff is still working through the Vision Zero toolkit. **Gremling** notified the committee that the 2045 Long-Range Transportation Plan Performance Measure Update will be presented at the Transportation and Policy Committee meetings. **Gremling** stated that Scenario Planning will also be presented; this is another important piece for completing the upcoming LRTP update. The project’s consultant will be creating land use scenario maps. Due to timing, the MPO will notify the Technical and Policy Committees about these maps via email when they are assembled, and they will be released for public comment before the October Technical and Policy Committee meetings. The MPO’s regional land use advisory panel has been very helpful with the project. **Gremling** said she is working on finding a representative to fill Tom Klein’s previous seat as a Town representative.

### OTHER BUSINESS

#### 9. **OTHER ITEMS OF BUSINESS**

**Anna Gremling** asked if there were any other items of business. There were not.

#### 10. **ADJOURNMENT**

**Jason Taylor** moved to adjourn the meeting.  
**Dennis Buckley** seconded the motion.  
The Executive Committee voted in favor of adjournment at 10:37 a.m.
Memo

To: MPO Executive Committee
From: Anita Bjork, MPO
Date: August 28, 2020
Re: Resolution Bundle 20 -EXEC-007

Resolution Bundle 2020 -EXEC-007 includes the following resolutions, which enable the Executive Director to enter into agreements with vendors for products and services as described:

A. Prophet One Solutions LLC.
   a. To negotiate and execute Amendment 1 to provide financial accounting services with development and implementation of Phase Two into the IMPO NetSuite accounting system.
   b. Total Cost: $14,000 ($11,200) 80% federal funds / ($2,800) 20% local match provided by IMPO membership dues. Contract total of $104,000.
   c. Term extends to December 31, 2020.

B. Crawford Murphy Tilly Inc.
   a. To execute an agreement to provide a no cost extension of time to the Town of Plainfield I-70/US40 connectivity agreement.
   b. Term to extend to December 31, 2020.
   c. All other provisions remain unchanged.

C. Frost, Brown, Todd, LLC
   a. To negotiate and execute an agreement to provide legal guidance for all RDA legal matters including legal assistance with attendance at board meetings, legal reviews and the like.
   b. Total Cost: not to exceed $5,000 (100%) provided by RDA membership dues.
   c. Term extends to December 31, 2021.

D. Ecommon Interactive Inc.
   a. To negotiate and execute an agreement to provide a 3 year service with an optional 4th year extension for software services renewal of continued internet based transportation management and pavement management, access to MiTIP, the IMPO’s online Transportation Improvement Program (TIP) SaaS database.
   b. Total Cost: not to exceed $347,481.00 ($277,984.80) 80% federal funds / ($69,496.20) 20% local match funds provided by IMPO membership dues.
   c. Term begins November 1, 2020.
A RESOLUTION OF THE EXECUTIVE COMMITTEE OF
THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION
APPROVING CERTAIN ACTIONS

Resolution Number 20-EXEC-007

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 and engagements 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
EXHIBIT A

CONTRACTS AND ENGAGEMENTS
PROPHET ONE SOLUTIONS, LLC
To negotiate and execute Amendment 1 with Prophet One Solutions, LLC, to provide financial accounting services with development and implementation of Phase Two into the IMPO NetSuite accounting system for an amount not to exceed $14,000 utilizing 80% federal funds provided by the IMPO ($11,200) and 20% local match funds provided by IMPO membership dues ($2,800) a total not to exceed contract amount of $104,000. The term of the agreement extends to December 31, 2020.

CRAWFORD, MURPHY & TILLY INC.
To negotiate and execute Amendment 1 with Crawford, Murphy & Tilly Inc., to provide a no cost extension of time extending the term to December 31, 2020. All other provisions of the agreement remain unchanged.

FROST BROWN TODD LLC
To negotiate and execute an agreement with Frost Brown Todd LLC, to provide legal guidance for all Regional Development Authority (RDA) legal matters including but not limited to legal assistance with attendance at board meetings, legal reviews and like matters for an amount not to exceed $5,000 utilizing 100% local funds from the RDA membership dues. The term of the agreement extends to December 31, 2021.

ECOINTERACTIVE INC.
To negotiate and execute an agreement with Ecointeractive, Inc., to provide a 3 year service with an optional 4th year extension for software services renewal of continued internet based transportation management and access to MiTIP, the IMPO’s online Transportation Improvement Program (TIP) SaaS database. The agreement will not exceed $347,481.00 utilizing 80% federal funds provided by the IMPO ($277,984.80) and 20% local match funds provided by IMPO membership dues (69,496.20). The term would begin November 1, 2020.
Memo

To: Executive Committee
From: Nick Badman
Date: August 28, 2020
Re: Title VI Policy Approval

The Indianapolis Metropolitan Planning Organization is required to have a Title VI Policy and some form of complaint submittal to the organization. Title VI refers to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives federal funds or other federal financial assistance.

The last Title VI Policy document was approved by the Department of Metropolitan Development in June of 2019. There have not been any changes to the existing policy, but it needs to be reapproved to be in effect for the new organization. Approval of this resolution will apply Title VI protection to all of the MPO’s planning activities, not just transportation planning.
TITLE VI

TITLE VI COMPLAINT PROCEDURES

Last Approved:
INDIANAPOLIS MPO
2019 TITLE VI COMPLAINT PROCEDURES

Prepared by:

Indianapolis Metropolitan Planning Organization
200 East Washington Street, Suite 2322
Indianapolis, IN 46204
Phone (317) 327-5136
Fax (317) 327-5950

In accordance with Title VI of the Civil Rights Act of 1964, the Indianapolis MPO does not discriminate based on race, color, national origin, sex, religion, or disability. If information is needed in another language, contact 317-327-5136.
Si se necesita información en otro idioma, comuníquese con 317-327-5136.
I OVERVIEW AND MISSION STATEMENT

The Indianapolis Metropolitan Planning Organization (MPO) provides regional transportation planning services for all jurisdictions within the Metropolitan Planning Area. The Metropolitan Planning Area includes all or portions of eight counties: Marion, Hamilton, Hendricks, Shelby, Morgan, Johnson, Hancock and Boone.

Title VI of the Civil Rights Act of 1964 and its implementing regulations require all agencies receiving federal funding to develop and implement plans to ensure that no one is discriminated against on the basis of race, color or national origin in the administration of federal programs.

The purpose of Title VI of the Civil Rights Act of 1964 is to prohibit programs that receive federal funds from discriminating against participants or clients on the basis of race, color or national origin. The intent of the law is to ensure that all persons, regardless of their race, color or national origin, are allowed to participate in these federally funded programs. To insure the Indianapolis MPO and its subrecipients meet their compliance responsibility, the following procedures have been established to provide for monitoring of Title VI compliance activities and complaint processing in all programs, directly or indirectly responsible to the Indianapolis MPO, all of which receive federal funding in whole or part.

II SCOPE

The Indianapolis MPO reaffirms its policies to afford all individuals the chance to participate in federally financially assisted programs and adopts the following provision:

“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 assistance”

Title VI prohibits the following actions for recipients of federal assistance. Recipients (hereinafter sometimes referred to as Recipient, Recipients, Subrecipients or Subrecipient) of federal assistance (either directly or through contractual means), on the grounds of race, color, or national origin shall not:

1. Deny a person the chance to participate as a member of a planning or advisory body that is an integral part of the program.

2. Provide a service or benefit to an individual that is inferior (either in quantity or quality) to

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1 The Regional Study Area was comprised of Marion County, Carmel and Greenwood
2 Map of the MPA is found in Appendix B
that provided to others in the program.

3. Provide an individual with a service or benefit in a manner different from others under the program.

4. Address an individual in a manner that denotes inferiority because of race, color, or national origin.

5. Subject an individual to segregation in any manner related to the receipt of services or benefits under the program.

6. Subject an individual to separate treatment in any manner related to receiving services or benefits under the program.

7. Restrict an individual in any way in the receipt of any advantage or privilege enjoyed by others under the program.

8. Require different standards or conditions as prerequisites for accepting an individual into a program.

9. Deny an individual any service or benefit provided under the program.

10. Use criteria or methods of administration which have the effect of subjecting individuals to discrimination or operate to defeat or substantially impair the accomplishment of the objectives of the program.

11. Permit discriminatory activity in a facility built in whole or in part with federal funds.

12. Fail to provide service or information in a language other than English when significant numbers of potential or actual beneficiaries are of limited English speaking ability.

13. Fail to advise the population eligible to be served or benefited by the program of the existence of the program.

14. Subject an individual to discriminatory employment practices under any federally funded program whose object is to provide employment.

15. Locate a facility in any way that would limit or impede access to a federally funded service or benefit.
III RESPONSIBLE OFFICIAL

The overall responsibility for complying with the provisions of Title VI resides with the MPO Executive Director. The Executive Director and Assistant Executive Director will serve as Agency Coordinators, who will be responsible for administering the complaint procedure and Title VI complaint processing for recipients and subrecipients of the program.

The Agency Coordinators for the MPO are Anna Gremling and Sean Northup. Executive Director Anna Gremling can be reached at 200 East Washington Street, Suite 2322, Indianapolis, IN 46204, by phone at 317-327-5487 or email address anna.gremling@indympo.org. Assistant Executive Director Sean Northup can be reached at the same mailing address, by phone at 317-327-5149 or via email address sean.northup@indympo.org.

IV STATEMENT OF ASSURANCES

Financial assistance is conditioned on the subrecipients signing the contracts and providing assurances that the program be operated without discrimination. The Assurance is a contractual obligation through which the recipient promises to comply with Title VI regulations and will take immediate and continuing steps to effectuate this compliance. The assurance obligates the recipient for the period during which federal money is extended. In the case of real or personal property, the assurance obligates not only the recipient, but also any subsequent transferee for the period during which possession or ownership is retained, or during which the property is used for a purpose for which the property has been given. The assurance further acknowledges that the federal financial assistance is extended in reliance on the representations and agreements made in the assurance, and that the government has the right to seek its judicial enforcement.

V PROGRAMS/ACTIVITIES SUBJECT TO TITLE VI

The Indianapolis MPO receives funding from the following units of government for planning purposes: Indiana Department of Transportation, US Department of Transportation, Federal Highway Administration and the Federal Transit Administration. All programs funded in whole or in part from these sources are subject to Title VI.
VI COMPLAINT PROCESS

Acceptance of Complaints of Discrimination:

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the Indianapolis MPO has a right to file a complaint within 180 days of the alleged discrimination.

A. A complainant or their legal representative may:
   a. file a Title VI complaint with the federal department, state recipient, or agency providing the service [e.g. Federal Highways Administration (FHWA), Federal Transit Administration (FTA), or Indiana Department of Transportation (INDOT)], and/or
   b. file a Title VI complaint by completing and submitting the Indianapolis MPO’s Title VI Complaint Form. Once the complaint is received, the Indianapolis MPO will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

B. If using a legal representative, the identity of the complainant is not necessary provided the information is sufficient to determine the identity of the recipient and indicates the possibility of a violation.

C. All complaints, written or verbal, made to the Indianapolis MPO shall be accepted. In the event a complainant sets forth the allegations verbally and refuses to reduce such allegations to writing, the person to whom the complaint is made shall reduce the elements of the complaint to writing.

D. A complaint log shall be kept by the Indianapolis MPO for the record and date of submission of the complaint by the MPO to the proper federal authorities.

E. Complaints submitted to the Indianapolis MPO:
   a. Complaints shall be handled within 90 days of their receipt by the Indianapolis MPO, depending on the nature of the complaint and the complexity of the investigation.
   b. If more information is needed to resolve the case, the Indianapolis MPO may contact the complainant. The complainant has 15 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 15 business days, the Indianapolis MPO may administratively close the case. A case may be administratively closed also if the complainant no longer wishes to pursue their case.
   c. A certified letter acknowledging receipt of the complaint shall be sent by the Indianapolis MPO to the complainant and INDOT.
   d. A preliminary inquiry shall be conducted by the Indianapolis MPO on all complaints to substantiate or refute the allegations.
   e. If the preliminary inquiry by the Indianapolis MPO indicates that the complaint is
valid, then a full complaint investigation shall be initiated. A certified letter shall be sent by the Indianapolis MPO to the complainant and any persons of interest notifying them that an investigation has begun and they should contact the Indianapolis MPO to schedule a date, time and place for their statement to be taken. The complainant, along with any additional persons of interest, shall also be notified at this time that no discussion should take place regarding this complaint, other than with the investigator, without prior approval and knowledge from the investigator.

f. If the allegations are not substantiated, a certified letter shall be sent by the Indianapolis MPO to the complainant and INDOT that contains a description of the allegations investigated, the scope of the investigation, the facts learned and a closing statement summarizing the basis on which the determination was made.

g. If the allegations are found to have merit, a certified letter shall be sent by the Indianapolis MPO to the complainant and INDOT that contains the results of the investigation, recommendations (disciplinary action, staff training, or other), and a detailed plan of action as well as a means and time frame for follow-up to the recommendations. The complainant or his/her representative and INDOT will be advised of each step of the process by the Indianapolis MPO.

h. If the complainant wishes to appeal the decision, she/he has 30 days after the date of the certified letter to do so.

F. Complaint Form:

a. The complaint form can be found on the MPO webpage at https://www.indympo.org/how-we-work/mpo-policies-procedures
VII COMPLIANCE/NON-COMPLIANCE

A. The Indianapolis Metropolitan Planning Organization is required to complete an annual self-assessment of planning efforts to assure that planning and programming are nondiscriminatory by Title VI of the Civil Rights Act of 1964 and by FTA Circular 4702.1 Title VI Program Guidelines for Urban Mass Transportation Administration Recipients.

B. Each contract for covered services shall contain Title VI assurances (see Attachment A for text).

VIII PUBLIC NOTIFICATION

The Indianapolis MPO shall:

A. Take positive and specific action to advise minorities of program availability by using such means of communication as newspaper articles and targeted mailings. The MPO will also distribute information to referral services and relevant minority organizations.

B. Include in any published program information a statement that the program is available to all without regard to race, color or national origin. This statement shall be in bold type and in prominent location.
APPENDIX A: TITLE VI ASSURANCES INCLUDED IN ALL CONTRACTS

SECTION V. Employment

Attachment C, covering City, State and U.S. Department of Transportation Regulations on Nondiscrimination and attached to this Agreement is to be considered an integral part hereof and is to be complied with by the Consultant on this study.

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Planning Agency shall have the right to annul this Agreement without liability, or in its discretion to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

B. The Consultant and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to its hire, tenure, terms, conditions, or privileges of employment, because of his/her race, color, religion, national origin, ancestry, sex, handicap, age, disabled veteran status or Vietnam era veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

C. In connection with the performance of this Agreement, the Consultant will cooperate with the Planning Agency in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises, and will use its best effort to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for sub-contract work under this contract.

SECTION VI. Disadvantaged Business Enterprise Program

A. General

1. Notice is hereby given to the Consultant or subcontractor that failure to carry out the requirements set forth in 49 CFR, SEC. 23.43 (a) shall constitute a breach of contract and, after notification, may result in termination of the contract or such remedy as the Planning Agency deems appropriate.

2. The referenced section requires the following policy and Disadvantaged Business Enterprise (DBE) obligation to be included in all subsequent agreements between the Consultant and any subcontractor:

   a. It is the policy of the Indiana Department of Transportation that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of the 49 CFR, Part 23, apply to this contract.
b. The Consultant agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, the Consultant shall take all necessary and reasonable steps, in accordance with 49 CFR, Part 23, to ensure that Disadvantaged Businesses Enterprises have the maximum opportunity to compete for, and perform contracts. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts.

3. As part of the Consultant’s equal opportunity affirmative action program it is required that the Consultant shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize Disadvantaged Business Enterprise subcontractors, vendors or suppliers.

4. Failure to carry out these requirements shall constitute a breach of contract and, after notification by the Planning Agency, may result in termination of the Agreement by the Planning Agency or such remedy as the Planning Agency deems appropriate.

B. Definitions

The following definitions apply to this section:

1. "Disadvantaged Business Enterprise" means a small Business Concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned Business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily Business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2. "Small Business Concern" means a small Business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

3. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities or individual found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

4. "Women Business Enterprises" means a small Business concern: (a) which is at least 51 percent owned by one or more women, or, in the case of any publicly owned Business, at least 51 percent of the stock of which is owned by one or more women; and (b) whose management and daily operations are controlled by one or more of the women who own it.

5. Women Business Enterprises (WBE) are included in the INDOT Disadvantaged Business Enterprise Program. However, WBE's are not to be considered and may not be utilized to comply with Disadvantaged Business Enterprise (DBE) requirements unless the woman or women are socially and economically disadvantaged individuals.
C. Subcontracts

1. If the Consultant intends to subcontract a portion of the work, the Consultant is required to take affirmative actions to seek out and consider Disadvantaged Business Enterprises as potential subcontractors prior to any sub-contractual commitment.

2. The contacts made with potential Disadvantaged Business Enterprise subcontractors and the results thereof shall be documented and made available to the Planning Agency and the FHWA when requested.

3. In those cases where the Consultant originally did not intend to subcontract a portion of the work and later circumstances dictate subletting a portion of the contract work, the affirmative action contacts covered under paragraph C.1. and C.2. of this Section shall be performed.

4. No subcontracting will be approved until the Consultant demonstrates its compliance with paragraphs C.1 and C.2 of this Section. The Consultant shall demonstrate his compliance by submitting Form MBE-2 with each request to sublet. The Consultant shall also submit documentation with the MBE-2 evidencing contacts and the results thereof made with potential Disadvantaged Business Enterprise subcontractors for the specific work to be subcontracted.

D. Affirmative Action

The Consultant agrees to establish and conduct a program that will enable Disadvantaged and Women Business Enterprises to be considered fairly as subcontractors and suppliers under this contract. In this connection the Consultant shall:

1. Designate a liaison officer who will administer the Consultant’s Disadvantaged Business Enterprise program.

2. Ensure that unknown Disadvantaged and Women Business Enterprises will have an equitable opportunity to compete for subcontracts, so as to facilitate the participation of disadvantaged and Women Business Enterprises.

3. Maintain records showing (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of Disadvantaged and Women Business Enterprises, (2) awards top Disadvantaged and Women Business Enterprises on the source list, and (3) specific efforts to identify and award contracts to Disadvantaged and Women Business Enterprises.

4. Cooperate with the Planning Agency in any studies and surveys of the Consultant’s Disadvantaged Business Enterprise procedures and practices that the Planning Agency may from time to time conduct.

5. Submit periodic reports of subcontracting to known Disadvantaged and Women Business Enterprise with respect to the records referred to in Subparagraph (3) above, in such form and manner and at such items as the Planning Agency may prescribe.
E. Leases and Rentals

The Consultant shall notify the INDOT when purchases or rental of equipment (other than leases of hauling) are made with Disadvantaged or Women Business Enterprises. The information submitted shall include the name of Business, the dollar amount of the transaction, and the type of purchase made or type of equipment rented.

F. Unless Otherwise specified in this Agreement, the DBE program developed by the Planning Agency and approved by the Federal Highway Administration applies to this project.

NON-DISCRIMINATION

A. Pursuant to I.C. 22-9-1-10 the CONSULTANT and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

B. The CONSULTANT, and any agent of the CONSULTANT, in the performance of the work under this contract, shall comply with 42 U.S.C. 2000e, provided the CONSULTANT has fifteen or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year. 42 U.S.C. 2000e states in part that it shall be unlawful for the CONSULTANT to:

1. fail to refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s race, color, religion, sex, national origin, ancestry, age, handicap, disabled veteran status, or Vietnam veteran status; or

2. to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual’s race, color, religion, sex ancestry, age handicap, disabled veteran status or Vietnam veteran status.

The CONSULTANT shall comply with 42 U.S.C. 2000e, the terms of which are incorporated herein and made a part of this contract. Breach of this covenant may be regarded as a material breach of contract.

C. The CONSULTANT agrees to comply with the Regulations of the Department of Transportation relative to non-discrimination in federally assisted programs of the Department of Transportation Title 49, Code or Federal Regulations, Part 21, effectuates 42 U.S.C. 2000e above, and is herein incorporated by reference and made a part of this contract. Pursuant to 49 CFR, Part 21, the CONSULTANT agrees as follows:

1. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract, work, will not discriminate on the grounds of race, color, or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT will 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 “A” of the Regulations.

2. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the Consultant’s obligations under this contract and the Regulations relative to non-discrimination.

3. Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall set forth what efforts it has made to obtain the information.

4. Sanctions for noncompliance: In the event or the Consultant’s noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to, suspension or termination or refusal to grant or to continue Federal financial assistance or by any other means authorized by law.

5. Incorporation of Provisions: The CONSULTANT will include the provision of paragraphs (1) through (%) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the STATE or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

6. Successors and Assignees: The CONSULTANT binds it successors, executors, administrators and assignees to all covenants of this contract. Except as above set forth, the CONSULTANT shall not assign, sublet or transfer its interest in this contract without the prior written consent of the STATE.
A RESOLUTION OF THE EXECUTIVE COMMITTEE OF
THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION
APPROVING CERTAIN ACTIONS

Resolution Number 20-EXEC-006

WHEREAS, the Congress of the United States has enacted certain legislation known generally as the Title VI Act of 1964 and the Civil Rights Restoration Act of 1987 (“Title VI Legislation”); and

WHEREAS, the Title VI Legislation and related federal regulations direct federal agencies to ensure no person is excluded from participation, denied a resulting benefit, or subjected to discrimination, on the basis of race, color, national origin, age, sex, disability, or religion under any program or activity receiving financial assistance; and

WHEREAS, federal regulations clarify the intent of Title VI is to include all programs and activities of federal-aid recipients, sub-recipients, and contractors whether those programs and activities are federally funded or not; and

WHEREAS, the Indianapolis Metropolitan Planning Organization (MPO) is required by the Federal Highway Administration to establish procedures to be followed in the event of a Title VI complaint; and

WHEREAS, the MPO may create policy committees, per the organization’s bylaws, or manage subsidiary organizations as necessary;

NOW, THEREFORE, BE IT RESOLVED that the Executive Committee of the MPO adopts, for the MPO and its existing and future committees and subsidiary organizations, the updated Title VI Policy and Complaint Form attached hereto as Attachment A. The Title VI Complaint Procedures will be followed by the MPO in the event of a Title VI complaint being filed with the MPO in accordance to federal legislation and guidance.

* * * * *
PASSED by the Executive Committee of the Indianapolis Metropolitan Planning Organization by a vote of _ ayes and _ nays this 28th day of August, 2020.

____________________________________________________
Chair, Indianapolis MPO Executive Committee

_________________________________________________
Anna M. Gremling
Indianapolis MPO Executive Director
### Indianapolis Metropolitan Planning Organization

**Balance Sheet as of 8/17/20**

<table>
<thead>
<tr>
<th>Financial Row</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td><strong>ASSETS</strong></td>
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</tr>
<tr>
<td><strong>Current Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Bank</td>
<td></td>
</tr>
<tr>
<td>1000 - Cash</td>
<td>$644,427.25</td>
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<tr>
<td>Total Bank</td>
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<tr>
<td>Accounts Receivable</td>
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</tr>
<tr>
<td>1100 - Accounts Receivable</td>
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<tr>
<td>Total Accounts Receivable</td>
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<tr>
<td>Other Current Asset</td>
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<tr>
<td>1400 - Other assets</td>
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<tr>
<td>Total Other Current Asset</td>
<td>$7,569.18</td>
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<tr>
<td>Total Current Assets</td>
<td>$1,673,106.04</td>
</tr>
<tr>
<td><strong>Fixed Assets</strong></td>
<td></td>
</tr>
<tr>
<td>1600 - Fixed operating assets</td>
<td>$77,135.12</td>
</tr>
<tr>
<td>1700 - Accum deprec - fixed operating assets</td>
<td>($30,303.09)</td>
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<tr>
<td>Total Fixed Assets</td>
<td>$46,832.03</td>
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<tr>
<td>Total ASSETS</td>
<td>$1,719,938.07</td>
</tr>
<tr>
<td><strong>LIABILITIES &amp; EQUITY</strong></td>
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<tr>
<td>Current Liabilities</td>
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<td>Accounts Payable</td>
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<td>Other Current Liability</td>
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<td>Total Current Liabilities</td>
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<td>Equity</td>
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<tr>
<td>Retained Earnings</td>
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<td>Net Income</td>
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<td>Total Equity</td>
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<tr>
<td>Total LIABILITIES &amp; EQUITY</td>
<td>$1,719,938.07</td>
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# Income Statement

**July - Aug 2020**

<table>
<thead>
<tr>
<th>Financial Row</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ordinary Income/Expense</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Income</strong></td>
<td></td>
</tr>
<tr>
<td>4000 - Revenue from government grants</td>
<td>$327,269.98</td>
</tr>
<tr>
<td>Total - Income</td>
<td>$327,269.98</td>
</tr>
<tr>
<td><strong>Gross Profit</strong></td>
<td>$327,269.98</td>
</tr>
<tr>
<td><strong>Expense</strong></td>
<td></td>
</tr>
<tr>
<td>7200 - Salaries &amp; related expenses</td>
<td>$107,191.77</td>
</tr>
<tr>
<td>7500 - Contract service expenses</td>
<td>$396.72</td>
</tr>
<tr>
<td>8000 - Contractual consulting services</td>
<td>$188,591.16</td>
</tr>
<tr>
<td>8100 - Nonpersonnel expenses</td>
<td>$64,475.90</td>
</tr>
<tr>
<td>8200 - Facility &amp; equipment expenses</td>
<td>$2,859.86</td>
</tr>
<tr>
<td>8300 - Travel expenses (lodging transportation and per diem)</td>
<td>$60.95</td>
</tr>
<tr>
<td>Total - Expense</td>
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<td><strong>Net Ordinary Income</strong></td>
<td>($36,306.38)</td>
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<td><strong>Other Income and Expenses</strong></td>
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<tr>
<td><strong>Other Expense</strong></td>
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<tr>
<td>8500 - Other expenses</td>
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<td>Total - Other Expense</td>
<td>$64,969.80</td>
</tr>
<tr>
<td><strong>Net Other Income</strong></td>
<td>($64,969.80)</td>
</tr>
<tr>
<td><strong>Net Income</strong></td>
<td>($101,276.18)</td>
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