



May 22, 2020
9:00 am – 11:00 am

Online: [YouTube](#)

Board members: see e-mail for your access link.

Phone: (312) 626-6799

ID: 823 7786 8408

PW: 619792

MEETING AGENDA

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

2. Minutes from January 24, 2020 Administrative Committee Meeting	Mayor Cook, City of Westfield	5 min.
3. INDOT Federal Exchange	Anna Gremling, MPO	5 min.
a. Memorandum		
b. Agreement		
4. Bylaws	Denise Barkdull, Frost Brown Todd	20 min.
5. Human Resources Manual	Anna Gremling, MPO	10 min.
a. Memorandum		
b. Summary		
6. Bundle #1	Anna Gremling, MPO	10 min.
a. New Organization Current Members		
b. Approval of Executive Director		
c. Executive Committee and Officers		
7. Bundle #2	Sean Northup, MPO	10 min.
a. Memorandum		
b. INDOT Grant Agreement – Ratify		
c. Financial Commitments, including software		
d. 2020 MPO Budget		
8. Bundle #3	Anna Gremling, MPO	10 min.
a. Human Resource Benefits MOU		
b. Indiana Public Retirement System (INPRS)		
c. ISA Interlocal Agreement		
d. Lease Memorandum of Understanding		
9. Amendments	Anna Gremling, MPO	10 min.
a. Memo		
b. Toole Design – Bike Plan		
c. Taylor Siefker Williams (TWS) Pedestrian Plan		
d. REA – Safety Study		
10. New Contracts	Anna Gremling, MPO	10 min.
a. Memo		
• Resource System Group		
• Gregory and Appel		
• The Corradino Group		

OTHER BUSINESS

11. Other Items of Business	Anna Gremling, MPO	5 min.
12. Adjournment	Mayor Cook, City of Westfield	1 min.

Materials pertinent to item #'s 2-10 are attached. For additional information, please see www.indympo.org

For accommodation needs for persons with disabilities, please call 327-5136.

I do hereby certify that the above notice was posted on _____ at the meeting location, on the MPO's web site, www.indympo.org, and at the MPO office at 200 East Washington St. Suite 2322, Indianapolis, IN

Indianapolis Regional Transportation Council
Administrative Committee Meeting Minutes
January 24, 2018
 9:00 a.m. – 11:00 a.m.
 IndyGo Board Room
 1501 West Washington Street, Indianapolis, IN 46222

Committee Members Present

Dennis Buckley – City of Beech Grove	Andy Cook – City of Westfield
Dan Parker – City of Indianapolis	Andrew Klinger – Town of Plainfield
Inez Evans – IndyGo	Gary Pool – Hancock County

* = Proxy

Committee Members Absent

Mark Myers – City of Greenwood	Craig Parks – Boone County
Tom Klein – Town of Avon	

* = Proxy

Others Present

Anna Gremling – MPO	Sean Northup – MPO
Nick Badman – MPO	Kristyn Sanchez – MPO
Steve Cunningham – MPO	Jason Taylor – City of Fishers
Andy Swenson – MPO	Denise Barkdull – Frost Brown Todd
Annie Dixon – MPO	Dean Munn – Convergence Planning
Jen Higginbotham - MPO	Cameron Radford – IndyGo
Ryan Wilhite – IndyGo	

1. WELCOME & INTRODUCTIONS

Anna Gremling called the Administrative Committee meeting to order at 9:00 a.m. and welcomed the members. Introductions were made around the room.

2. SINGLE MEETING CHAIR ELECTION

Anna Gremling explained that, due to the absence of the committee's chair and vice chair, the committee needed to elect a single meeting chair.

Mayor Dennis Buckley moved to elect Andy Cook as Single Meeting Chair.
Gary Pool seconded the motion.
 The election of Andy Cook for Single Meeting Chair was approved. MOTION PASSES.

ITEMS FOR APPROVAL**3. APPROVAL OF MINUTES (SEEKING APPROVAL)**

Mayor Dennis Buckley moved to approve the December 6th, 2019 minutes as presented.
Dan Parker seconded the motion.
 The minutes of the December 6th, 2019 IRTC Administrative Committee Meeting were approved. MOTION PASSES.

4. 2045 LONG RANGE TRANSPORTATION PLAN AMENDMENT #4 (RES. #20-IMPO-003)

Jen Higginbotham announced that four projects will be amended into the plan, including US-36 Widening in Avon, US-31 Intersection Improvements in Franklin, SR-135 Widening in Johnson County, and CR-100S Widening in Avon. There will also be a description correction in the document for the County Line Road Widening in Indianapolis. In addition to project amendments, recently approved Resolution 10-IMPO-017 (Federal Safety Targets) and Resolution 19-IMPO-021 (Transit Targets) will be added to 2045 LRTP's *Appendix S: Targets*.

Gary Pool moved to recommend approval of 2045 Long Range Transportation Plan Amendment #4 (Res. #20-IMPO-003).

Mayor Dennis Buckley seconded the motion.

The IRTC Administrative Committee recommended approval of 2045 Long Range Transportation Plan Amendment #4 (Res. #20-IMPO-003). MOTION PASSES.

5. REGIONAL PEDESTRIAN PLAN (RES. #20-IMPO-001)

Jen Higginbotham discussed the history of the Regional Pedestrian Plan. Work started in late 2018. There were three rounds of public input and the public comment period ended on January 22nd, 2020. Exposure of the plan was boosted by an interview with **Higginbotham** by the Indianapolis Star and WISH-TV. The MPO has received public comments mostly relative to where residents want to see sidewalks in their communities. These comments are being compiled by staff and will be sent to the LPAs. Comments on the plan include critiques of methodology, especially in relation to the weight of equity in the gap analysis, and a desire to see implementation methods.

Andy Cook asked for more information on the equity measure. **Higginbotham** gave a brief overview of the plan's methodology for the gap analysis and how the equity measures fits in the process. **Cook** asked how it will affect LPAs. **Higginbotham** said the plan is meant to be used as a tool and trainings for LPAs will be held to show them how to use it. **Cook** asked if there were any comparisons available between Central Indiana and other regions in terms of pedestrian infrastructure coverage. **Higginbotham** said gap network mapping for regions is something that is not widely done among MPOs. **Inez Evans** said IndyGo will provide biometrics data to the MPO that can be incorporated into pedestrian data.

Inez Evans moved to recommend approval of the Regional Pedestrian Plan (Res. #20-IMPO-001).

Mayor Dennis Buckley seconded the motion.

The IRTC Administrative Committee recommended approval of the Regional Pedestrian Plan (Res. #20-IMPO-001). MOTION PASSES.

6. HOUSEHOLD TRAVEL SURVEY (RES. #19-IMPO-12)

Gary Pool moved to remove the Household Travel Survey (Res. #19-IMPO-12) from the table.

Inez Evans seconded the motion.

The IRTC Administrative Committee removed the Household Travel Survey (Res. #19-IMPO-12) from the table.

Gary Pool requested that staff give an overview of the cost of conducting the survey. **Anna Gremling** said the MPO is requesting \$1.25 million out of the 2025 Call for Projects. **Andy Swenson** said that he led the 2009 survey effort and explained more in-depth what the survey is and what data it provides. The MPO expects to get information that relates how households in the region actually travel. It is the only tool that can provide statistically-significant information on how and why people are travelling and is very important to ensure the regional travel model is accurate. This survey is based on the National Household Travel Survey. In the 2017 national survey, INDOT did not ask for regional data from the federal government. The MPO's current understanding of travel is based in 2009 data.

The MPO's primary justification for the survey is that travel has changed since 2009. Changes in retail patterns are one example. There is a higher level of need from a practical standpoint to understand transportation trends in the region. Household survey data is also used to compare to other data sources, such as the Census Bureau's American Community Survey, but does not give us as much detailed information as the MPO needs. **Pool** asked if this was taking \$1.5 million out of projects. **Gremling** said it would. **Pool** questioned the importance of the long-range transportation plan (LRTP) and the modeling and data that supported the LRTP, including the household survey, were important in

selecting MPO projects. Pool stated that he did not believe that the long-range transportation plan (LRTP) and the modeling and data that supported the LRTP, including the household survey, were important in selecting MPO projects. Pool stated that he would not vote for the resolution.

Gremling asked **Dean Munn** how this data affects funding for large projects such as the North Split. **Munn** said this data is important for setting federal performance measures and the travel model is important for how it happens in the MPO. For his own personal experience, the model is used on other projects such as US-31 and local thoroughfare plans. He said that at the TIP-level, this model is used heavily to influence every project that uses the MPO's transportation model. He also reiterated the changes in transportation since 2009, such as trends in work and shopping. **Munn** observed that other metro areas have also been updating their models and the MPO's request is a modest amount compared to others. **Andy Cook** asked who would use this survey information. **Munn** highlighted projects like the North Split and US-31. **Cook** has issue with those projects because they are state projects and not local projects

Cook stated that he did not use the LRTP or model results to select projects for his community. Swenson responded saying that consultants hired by LPA's often make requests for model results, particularly travel growth rates, when preparing applications for LPA projects. Swenson responded saying that consultants hired by LPA's often made requests for model results, particularly travel growth rates, when preparing applications for LPA projects. **Pool** asked for examples of those requests.

Dan Parker moved to table discussion on the Household Travel Survey (Res. #19-IMPO-12) for more information.

Gary Pool seconded the motion.

The IRTC Administrative Committee tabled discussion on the Household Travel Survey (Res. #19-IMPO-12) for more information.

STATUS REPORTS

7. BYLAWS

Anna Gremling provided an overview of new organization structure and bylaws for the new organization. The MPO is currently exploring the idea of having a joint meeting between the Regional Development Authority (RDA) and the IRTC Administrative Committee. **Andrew Klinger** asked who are the current representatives on the RDA. **Gremling** responded that Chris Pryor (Representative for the City of Carmel), Mitch Frazier (Representative for the City of Westfield), Keith Lauter (Representative for the City of Greenwood), Frank Esposito (Representative for the City of Indianapolis), and Dr. Roderick Perry (Representative for the City of Indianapolis) are the current members of the Central Indiana RDA.

Denise Barkdull said current thoughts are that the future Administrative Committee would be an advisory committee made up of members of lower committees that would report back to the RDA what those committees are doing.

Gremling asked if everyone is ok with the concept of a joint meeting. **Andrew Klinger** has some concerns on how that impacts the nature of the conversation, but he does not really know what they will be until it is attempted.

Barkdull said this structure is hopefully bridging the gap between elected officials and the RDA, which cannot be made up of any elected officials. **Andy Cook** asked how RDA members would be elected. **Barkdull** said the Administrative Committee would take nominations, interview candidates, and make recommendations for the member communities to consider. **Sean Northup** added that neither the Administrative Committee nor RDA has the power to change the TIP process, which the Policy Committee controls.

Klinger asked when the current RDA members would be changed over. **Gremling** said there will be draft guidelines on how to join the RDA in the Technical and Policy Committee packets for their next meetings. **Klinger** asked, for example, if **Andy Cook's** chosen RDA representative decides to leave, is it his responsibility to pick the next representative. **Barkdull** said that the Policy Committee would take applications and vote on a recommendation on who the next representative would be. She recommended waiting until at least January 1st, 2021 to look at changing RDA members and staggering member terms. **Gremling** requested that members keep in mind that RDA members will be responsible for authorizing operations of the organization, which is currently controlled by the Indianapolis Metropolitan Development Commission. **Barkdull** said, in trying to come up for a plan for June 1, MPO staff and their consultants are trying to keep the elected officials involved in the operations of the organization. **Klinger** said he understands the importance of this temporary structure, and his only concern is that elected policy members have control over the organization.

Gremling brought up the topic of membership dues. She said all LPAs commit funds to MPO operations, and asked if the members would like to take this as an opportunity to examine requiring IndyGo and CIRTAs to pay into dues since they are recipients of federal funds. **Gary Pool** said they should. **Barkdull** said as the MPO expands beyond transportation into other funding sources and representatives, the way the MPO's overhead should be covered will have to change. **Dan Parker** asked how the dues for IndyGo and CIRTAs would be assessed. **Gremling** said she has contacted other MPOs on this topic. Some use flat fees, others use revenue hours or ridership. The MPO will continue to look at the subject. **Gremling** said we need to take a closer look at the dues payment process to ensure timing of payment works for the organization. She also said that the MPO will be bumping down bylaw update notices from 45 days to 30 days, barring any federal requirements. **Barkdull** had one more point on RDA elections and appointments: Executive Director appointment is made by a recommendation of the IRTC membership.

8. TRANSITION UPDATE

A. Indianapolis – Separating Local Funds

- a. **Anna Gremling** announced the MPO is currently working on a memorandum of understanding with the City of Indianapolis on remaining funds that amount to approximately \$1 million dollars that the MPO can use for operations. The MPO may get 50% of the funds in 2020 and the remainder in 2021.

B. Human Resources Information System

- a. **Anna Gremling** said a vendor has been selected and the effort is being led by **Rose Scovel** (Indianapolis MPO).

C. Human Resources Benefits

- a. **Anna Gremling** said the MPO has received pricing from insurers. Staff will explore partnering with the City of Indianapolis to remain on their insurance. **Dennis Buckley** asked if the MPO plans on staying in PERF; **Gremling** said they are. **Buckley** also asked if the MPO would remain in the Indianapolis City-County Building; **Gremling** said that the MPO would for now.

D. Financial System

- a. **Anna Gremling** said the MPO is in negotiations with a new vendor that can provide grant management software and training.

E. Federal Exchange Update

- a. **Anna Gremling** said the MPO has received a contract from INDOT that is similar to an LPA contract. The MPO wants to move that contract to a grant template instead. **Travis Underhill** (INDOT) has given the MPO a June 2020 deadline. **Gremling** said IRTC approval of the agreement will be done at the Summer IRTC Joint Meeting. The MPO will also have conversations with **Underhill** on changing the exchange rate to a more favorable split. After moving to the exchange funding model, the MPO will explore procedure details such as bids, letting dates, etc.

9. DIRECTOR'S UPDATE

F. Legislative Update and Memorandum

- a. **Sean Northup** said MPO leadership had met with State Senator Travis Holdman, and he was open to considering regional governance in Senate Bill 350. There have been some changes in bill language and the MPO is waiting to see where it will go in the Statehouse. The language the MPO wants to insert only relates to structure and has nothing to do with Regional Cities or regional taxation. **Andy Cook** asked that members request that their constituents communicate support for Indiana House Bill 1070, which is a measure to reduce distracted driving.

Inez Evans moved to recommend approval of a resolution supporting House Bill 1070.

Gary Pool seconded the motion.

The IRTC Administrative Committee moved to recommend the creation and approval of a resolution supporting House Bill 1070.

G. TIP Amendment: Keystone over White River

- a. **Anna Gremling** said the project amendment is no longer moving forward and may be seen at a later date.

H. FY 2020 Update

- a. **Kristyn Sanchez** said the MPO has obligated about two-thirds of the \$72 million allocation. The December letting had six projects bid, three of which were unawardable and moved to the March letting. The MPO may go slightly over in their March letting, but there is a \$5 million to \$6 million project on the February letting. **Dennis Buckley** asked why three projects were unawardable in December. **Sanchez** said one did not receive any bids and the other two had higher bids than anticipated.

OTHER BUSINESS

10. OTHER ITEMS OF BUSINESS

Anna Gremling announced that **Jen Higginbotham** and **Kristyn Sanchez** are two finalists for the Junior Achievement's Best and Brightest award.

11. ADJOURNMENT

Dan Parker moved to adjourn the meeting.

Mayor Dennis Buckley seconded the motion.

The Administrative Committee voted in favor of adjournment at 10:38 a.m.



TO: Indianapolis Regional Transportation Council, Administrative Committee

FROM: Anna Gremling, Executive Director

DATE: May 15, 2020

RE: Proposed Federal Exchange agreement

As you are aware, the Indianapolis MPO has been operating under INDOT's Annual Allocation policy known as "use it or lose it" since 2015, which requires the MPO to spend our full Federal annual allocation to the dollar each fiscal year or risk losing funds to INDOT. The MPO has been successful each year in spending our full allocation, however there have been impacts to the MPO and the LPA's business and project delivery processes. As a result, the MPO has been actively working to gain limited flexibility in the policy to improve project delivery and reduce risks to our overall program.

Last year, INDOT proposed a full exchange of the MPO's Federal funds for State funds to give the MPO and our member agencies flexibility in project development and implementation. Given the significant impact a full exchange would have on the MPO and the LPAs, the MPO created a sub-committee of the IRTC to consider the possibility and concluded that the MPO should work with INDOT to develop a mutually beneficial exchange agreement.

INDOT provided the MPO with a draft agreement in late November after which the MPO and our legal counsel revised and then submitted to INDOT. We have since met with INDOT and exchanged drafts of an agreement seeking to improve the terms as much as possible. The latest draft sent to INDOT includes the following key elements:

- The agreement reflects a grant agreement instead of a project specific contract.
- The exchange rate is set at \$.90 of state funds for every \$1.00 of federal funds.
- The exchange applies to the MPO's annual allocation of funds per the Sharing Agreement between INDOT and the MPOs. This includes CMAQ, HSIP, STBG, TAP and penalty funds.
- The term of the agreement is three years.
- Limited flexibility from the annual allocation policy is included in the agreement during the transition to state funds.
- The agreement can be renewed by mutual written agreement.

There are still a few remaining items that need to be addressed with INDOT including:

- Clarification on additional funding types not subject to the exchange, such as stimulus funds.
- Legal boilerplate language that needs modification.
- Clarification on payment provisions and transfer of funds to the MPO.

We provided INDOT with a revised agreement on May 14th and have not yet received an official response. The agreement could change; however, we do not believe it will change in any substantial way. It is our intent to receive authorization for the Executive Director to execute this agreement with INDOT by June 30th. As such, we will be bringing an authorizing resolution to the June 1st IRTC meeting.

If you have any questions, please do not hesitate to contact me.

PROGRAMMATIC FEDERAL FUNDS EXCHANGE AGREEMENT

Between

INDIANA DEPARTMENT OF TRANSPORTATION

And

THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION

EDS #: _____

This Agreement is made and entered into effective as of the date of the Indiana Attorney General approves the Agreement as to form and legality (the “Effective Date”), by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as “INDOT”), and the Indianapolis Metropolitan Planning Organization, a metropolitan planning agency in the State of Indiana (hereinafter referred to as the “IMPO”), and collectively referred to as the PARTIES.

RECITALS

WHEREAS, the IMPO is eligible to receive federal funds as described herein under the sharing agreement INDOT enters into with locals each year upon receiving information as to the total state allocation of federal funds for a federal fiscal year (the “Sharing Agreement”); and

WHEREAS, IMPO has requested an exchange of federal funds for state funds under IC 36-9-42.2 and intends to use state funds instead of federal funds to pay for a number of projects in its urbanized or planning area over the term of this Agreement; and

WHEREAS, the PARTIES have a long history of cooperation and collaboration in planning and delivery of needed transportation projects for the traveling public in Central Indiana; and

WHEREAS, INDOT has agreed to grant the request in accordance with the terms of this Agreement; 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 IMPO and INDOT agree as follows:

1.1. Purpose of this Agreement; Funding Source.

- A. The purpose of this Agreement is to exchange IMPO federal funds for state funds to complete eligible projects included in the IMPO’s Transportation Improvement Program (the “Program”).
- 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.
- C. INDOT will provide IMPO with state funds in exchange for federal funds at a rate of \$.90 state dollar per \$1.00 federal dollar. This exchange will apply to federal funds that would be allocated to the IMPO under the annual Local Share of Federal Formula Apportionments (“Sharing Agreement”) for the fiscal year (in other words, the obligation limitation for the fiscal year).
 - D. INDOT will make FFE funds available to the IMPO for the state fiscal year on or about September 30 of each year. If a continuing resolution is in effect for any part of a state fiscal year during the term of this Agreement, INDOT will provide funds based on the prior federal fiscal year until a federal budget is passed for the current year. Once an updated federal budget is passed and if additional funds would have become available to the IMPO, INDOT will reconcile the amount of the exchange by making additional payment of state funds as soon as practicable.
 - E. The IMPO may only exchange federal funds that would have been allocated to the IMPO under the Sharing Agreement for state funds. Funds exchanged through this Agreement are collectively referred to as FFE funds. As of the Effective Date of this Agreement, eligible federal funding types include: Surface Transportation Block Grant Program (STBGP) funds, Highway Safety Improvement Program (HSIP) funds, Congestion Mitigation and Air Quality Improvement (CMAQ) funds, Transportation Alternatives (TA) funds, and Section 164 Penalty funds. Federal stimulus funds, bonus funds or any other funds outside of those listed above are not subject to this agreement without written agreement between the Parties. The Parties acknowledge that when a new federal transportation funding bill is passed – which is likely to occur over the term of this Agreement – the types of federal funding eligible for exchange under the Agreement may change. It is the intent of the Parties that any new federal funding types available to the IMPO under the Sharing Agreement for FY2025 and subsequent fiscal years would be eligible for exchange under this Agreement.
 - F. Except as provided under Section 2.17 (Force Majeure) or Section 2.18 (Funding Cancellation) of this Agreement, once State funds transferred to the IMPO have been programmed in the IMPO’s Program, funding transferred to the IMPO under this Agreement may not be withdrawn for any phase of a project or program that has been approved for FFE funds by the IMPO Policy Committee.
 - G. For purposes of clarity and to avoid misunderstanding, except as may be provided under Section 1.2(C) of this Agreement, the PARTIES will not complete an exchange of federal funds under this Agreement until after July 1, 2024.

1.2. Rights and Responsibilities of INDOT.

- A. INDOT may assign a contact to any project prosecuted under the program to serve as a resource at the IMPO’s or one of its local public agency (LPA) partner’s request. This contact will be available to consult with the IMPO or its local public agency partners on a

project, but will not provide any formal review, approvals, guarantees or assurances, and INDOT will not be responsible for any aspect of work on any project.

- B. Upon request, INDOT or its authorized designee shall have the option to access and to inspect all plans, specifications, special provisions, and relevant documentation for any project utilizing FFE funds regardless of when those plans, specifications, special provisions or other such Project documents were created.
- C. To the extent possible considering other transportation activities and projects requiring state funds, INDOT will allow flexibility in the annual allocation policy for the IMPO to facilitate the transition of projects out of the local federal-aid program and into the federal funds exchange program under this Agreement. To this end, INDOT will allow IMPO to carry over additional federal funds from fiscal year to fiscal year without being subject to the \$.90 state dollar per \$1.00 federal dollar exchange rate or the risk of loss of funds, but otherwise in accordance with all other terms of this Agreement in the maximum amount of:
 - 1. \$5,000,000.00, OR
 - 2. the cost of one (1) project provided that the project cost is within 20% of the \$5,000,000.00 maximum, and subject to funding availability,

prior to State Fiscal Year 2025.

1.3. Representations and Warranties of the IMPO.

- A. In accordance with the requirements contained in Indiana Code § 36-9-42.2-1 et seq., the IMPO agrees to the following:
 - 1. The IMPO may use the FFE funds for any projects allowable under federal law eligible for federal funding or are part of an IMPO-approved asset management plan or Program.
 - 2. The exchange rate shall be ninety cents (\$.90) of state funds for each one dollar (\$1) of federal funds.
 - 3. The IMPO agrees to require participating LPAs to provide local matching funds for each project phase being funded by the IMPO in amounts equal to: (i) at least twenty percent (20%) of the project phase cost, or (ii) equal to whatever matching funds percentage 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 per I.C. 36-9-42.2-5(4).
 - 4. The IMPO will award FFE funds to eligible entities for projects through the established IMPO Project Selection Process and will consider the factors listed in I.C. 36-9-42.2-7(b) before awarding exchanged funds to eligible entities for projects. The approval by the IMPO Transportation Policy Committee will constitute the final selection of projects to be funded under this agreement.
- B. The IMPO expressly represents and warrants to INDOT that it is statutorily eligible to receive these FFE funds and that the information set forth in this Agreement is true, complete and accurate. The IMPO expressly agrees to promptly repay all funds paid to it under this Agreement should it

be determined either that it was ineligible to receive the funds, or it made any material misrepresentation in this Agreement.

C. The IMPO certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the IMPO.

D. It is the intent of the PARTIES that the IMPO be ultimately responsible for ensuring that its administration of the Program complies with applicable state and local laws and regulations (including I.C. 36-9-42.2).

E. It is the intent of the PARTIES that the IMPO will execute a contract with its constituent local public agencies (LPA) awarded funds under this Agreement before any FFE funds are transferred to the LPA, making the LPA ultimately responsible for all aspects of their project or projects funded under the Program. Moreover, the contract will state that the LPA agrees that it will follow all applicable procedures, guidelines, standards, and specifications as well as sound engineering principles in the design and construction of all projects.

F. 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 the IMPO will enter into binding contracts with its LPAs to carry out the responsibilities for projects under the Program. LPA contracts will at a minimum enumerate the following:

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 Program 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 FFE 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 the Program according to 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 the Program

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 FFE funds allocated to the projects funded under the Program.
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 and the State if any contractor or subcontractor becomes debarred or suspended, and shall, at the IMPO or State's request, take all steps required by the IMPO or the State 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 to this contract.

G. If the IMPO (or LPA) is required by the State Board of Accounts or the State Auditor to repay any portion of state funds exchanged under the terms of this Agreement for failure to comply with applicable laws, then the IMPO shall repay (or ensure that the responsible local public agency repays) to INDOT such sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the IMPO (or a local public agency) which are not eligible for state funding shall be the sole obligation of the IMPO or local public agency.

H. IMPO will allow flexibility to INDOT proposing and completing amendments or modifications to the TIP outside of the current quarterly practice to enable INDOT to more rapidly respond to changing market conditions.

1.4. Implementation of and Reporting on the Project.

To ensure compliance with the requirements of I.C. 36-9-42.2-9, the IMPO shall submit an annual report to INDOT by August 1 of each fiscal year, including a list with status on all projects developed or constructed utilizing FFE funds and an accounting of all funding associated with such projects.

1.5. Term. This Agreement shall be from the Effective Date through **October 1, 2026**. Unless otherwise provided herein, it may be extended upon the written agreement of the PARTIES and as permitted by state or federal laws governing this Agreement.

1.6. Project Monitoring by INDOT.

A. INDOT may conduct on-site or off-site monitoring reviews during the term of this Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The IMPO shall extend its full cooperation and give full access to relevant documentation to INDOT or its authorized designees.

B. INDOT may assign a contact to any project prosecuted under the program to serve as a resource at the IMPO's or a local public agency's request. This contact will be available to consult with the IMPO or its local public agency partners on a project, but will not provide any formal review, approvals, guarantees or assurances, and INDOT will not be responsible for any aspect of work on any project

C. Upon request, INDOT shall have the option to access and to inspect all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.

ARTICLE II. GENERAL PROVISIONS.

2.1. Access to Records and Audits.

A. The MPO shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost of administration of the program under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of termination of this Agreement, for inspection or audit by INDOT or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT.

B. The IMPO acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, et seq., and audit guidelines specified by the State.

C. The State considers the IMPO to be a “sub-recipient” for purposes of this Agreement. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Agreement the IMPO shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Agreement. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled “Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources,” and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The IMPO is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Agreement and that such audit complies with 2 C.F.R. 200.500 , et seq.

D. For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the IMPO shall provide to the Indiana State Board of Accounts, all requested documentation in its possession necessary to audit the IMPO.

E. If the audit is conducted by an independent public or certified public accountant and not the Indiana State Board of Accounts, the IMPO shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

F. The audit shall be an audit of the actual entity, or distinct portion thereof that is the IMPO, and not of a parent, member, or subsidiary corporation of the IMPO, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

2.2. Assignment; Successors. [Omitted – Not Applicable.]

2.3. Assignment of Antitrust Claims. [Omitted – Not Applicable.]

2.4. Audits. [Omitted – see Section 2.1.]

2.5. Authority to Bind IMPO. The signatory for the IMPO represents that he/she has been duly authorized to execute this Agreement on behalf of the IMPO and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the IMPO when his/her signature is affixed, and accepted by the State.

2.6. Changes in Work. [Omitted – Not Applicable.]

2.7. Compliance with Laws.

A. The IMPO 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 State and the IMPO to determine whether the provisions of this Agreement require formal modification.

B. The IMPO and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the IMPO has knowledge, or would have acquired knowledge with reasonable inquiry, 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 IMPO shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Agreement.** If the IMPO is not familiar with these ethical requirements, the IMPO should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the IMPO or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the IMPO. In addition, the IMPO may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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

D. The IMPO warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the IMPO agrees that the State may suspend funding for the Program. If a valid dispute exists as to the IMPO's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the IMPO, the IMPO may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The IMPO warrants that participating LPAs and any contractors performing work in connection with the Program 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 activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination.

F. The IMPO affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The IMPO and any principals of the IMPO certify that:

(A) the IMPO, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the IMPO will not violate the terms of IC § 24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The IMPO and any principals of the IMPO certify that an affiliate or principal of the IMPO and any agent acting on behalf of the IMPO or on behalf of an affiliate or principal of the IMPO, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

2.8. Condition of Payment. [Omitted – Not Applicable.]

2.9. Confidentiality of State Information. [Omitted – Not Applicable.]

2.10. Continuity of Services. [Omitted – Not Applicable.]

2.11. Debarment and Suspension.

A. The IMPO 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. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the IMPO.

B. The IMPO certifies that participating LPAs will verify the suspension and debarment status for all subcontractors 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 and the State if any subcontractor becomes debarred or suspended, and shall, at the IMPO or State’s request, take all steps required by the IMPO or State to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

2.12. Default by State. [Omitted – Not Applicable.]

2.13. Disputes. [Omitted – Not Applicable.]

2.14. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the IMPO hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The IMPO will give written notice to the State within ten (10) days after receiving actual notice that the IMPO, or an employee of the IMPO in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments,

termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the IMPO 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 IMPO's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the IMPO'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;
- 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 IMPO of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- 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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state 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.

2.15. Employment Eligibility Verification. As required by IC § 22-5-1.7, the IMPO swears or affirms under the penalties of perjury that:

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

The State may terminate 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.

2.16. Employment Option. [Omitted – Not Applicable.]

2.17. Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement 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 Agreement 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 Agreement.

2.18. Funding Cancellation. As required by Financial Management Circular 2007-1 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 Agreement, this Agreement 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.

2.19. 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 State of Indiana.

2.20. HIPAA Compliance. [Omitted – Not Applicable.]

2.21. Indemnification. [Omitted – Not Applicable.]

2.22. Independent IMPO; Workers’ Compensation Insurance. [Omitted – Not Applicable.]

2.23. Indiana Veteran Owned Small Business Enterprise Compliance. [Omitted – Not Applicable.]

2.24. Information Technology Enterprise Architecture Requirements. [Omitted – Not Applicable.]

2.26. Key Person(s). [Omitted – Not Applicable.]

2.27. Licensing Standards. [Omitted – Not Applicable.]

2.28. Merger & Modification. This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

2.29. Minority and Women’s Business Enterprises Compliance. [Omitted – Not Applicable.]

2.30. Nondiscrimination.

A. 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 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, 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 paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph 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, where applicable, the IMPO and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

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

A. Notices to the State shall be sent to:

Office of IMPO/MPO and Grant Administration
 Attention: Director of IMPO/MPO and Grant Administration
 100 North Senate Avenue, Room N955
 Indianapolis, Indiana 46204
 E-mail: KEATON-McKALIP@indot.IN.gov

B. Notices to the IMPO shall be sent to:

Indianapolis Metropolitan Planning Organization
 Attention: Executive Director
 200 East Washington Street, Suite 2322
 Indianapolis, Indiana 46204
 E-mail: Anna.Gremling@IndyMPO.org

2.32. 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, below, (2) this Agreement, (3) Exhibits prepared by the State, and (4) Exhibits prepared by IMPO. All of the foregoing are incorporated fully herein by reference.

2.33. Ownership of Documents and Materials. [Omitted – Not Applicable.]

2.34. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the IMPO in writing unless a specific waiver has been obtained from the

Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC § 4-13-2-20.

B. If the IMPO is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the IMPO agrees that if it fails to fully provide or perform under this Agreement, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

2.35. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

2.36. Progress Reports. [Omitted – Not Applicable.]

2.37. Public Record. The IMPO acknowledges that the State will not treat this Agreement as containing confidential information, and will post this Agreement 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 Agreement shall not be considered an act of the State.

2.38. Renewal. This Agreement may be renewed under the same terms and conditions, subject to the approval of the Office of the Attorney General, the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Agreement.

2.39. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

2.40. Substantial Performance. [Omitted – Not Applicable.]

2.41. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the IMPO as a result of this Agreement.

2.42. Termination for Convenience. Unless prohibited by a statute or regulation relating to the Agreement, this Agreement may be terminated, by either party upon 180 days written notice if:

- A. Adequate state funds will not be available under Federal Funds Exchange Program in a given state fiscal year; or
- B. If a change in state of federal law would make continued performance of this Agreement unlawful; or
- C. If the Governor finds that continued performance of this Agreement is not in the best interest of the State of Indiana.

Except as provided under Section 14 above, once programmed, funding under this Agreement may not be withdrawn for any phase of a project that has entered the IMPO's project development process (Program) as an FFE-funded project under this Agreement.

2.43. Termination for Default. [Omitted – Not Applicable.]

2.44. Travel. [Omitted – Not Applicable.]

2.45. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the IMPO shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the IMPO's negligent performance of any of the services furnished under this Agreement.

2.46. Work Standards. [Omitted – Not Applicable.]

2.47. Certification for Federal-Aid Contracts Lobbying Activities. [Omitted – Not Applicable.]

2.48. Recitals Incorporated. The Recitals above are hereby made an integral part and specifically incorporated into this Contract.

2.49. 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>.

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the IMPO, or that the undersigned is the properly authorized representative, agent, member or officer of the IMPO. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the IMPO, 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 IMPO attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

In Witness Whereof, the IMPO and the State 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

Travis Underhill, Deputy Commissioner for
Districts

Date: _____

Date: _____

Approved by:

Approved by:

Indiana Department of Administration

State Budget Agency

By: _____ (for)
Lesley A. Crane, Commissioner

By: _____ (for)
Zachary Q. Jackson, Director

Date: _____

Date: _____

APPROVED as to Form and Legality:

Office of the Attorney General

(for)
Curtis T. Hill, Jr., Attorney General

Date: _____

Indianapolis Metropolitan Planning Organization

Bylaws

Approved & Effective

June 1, 2020

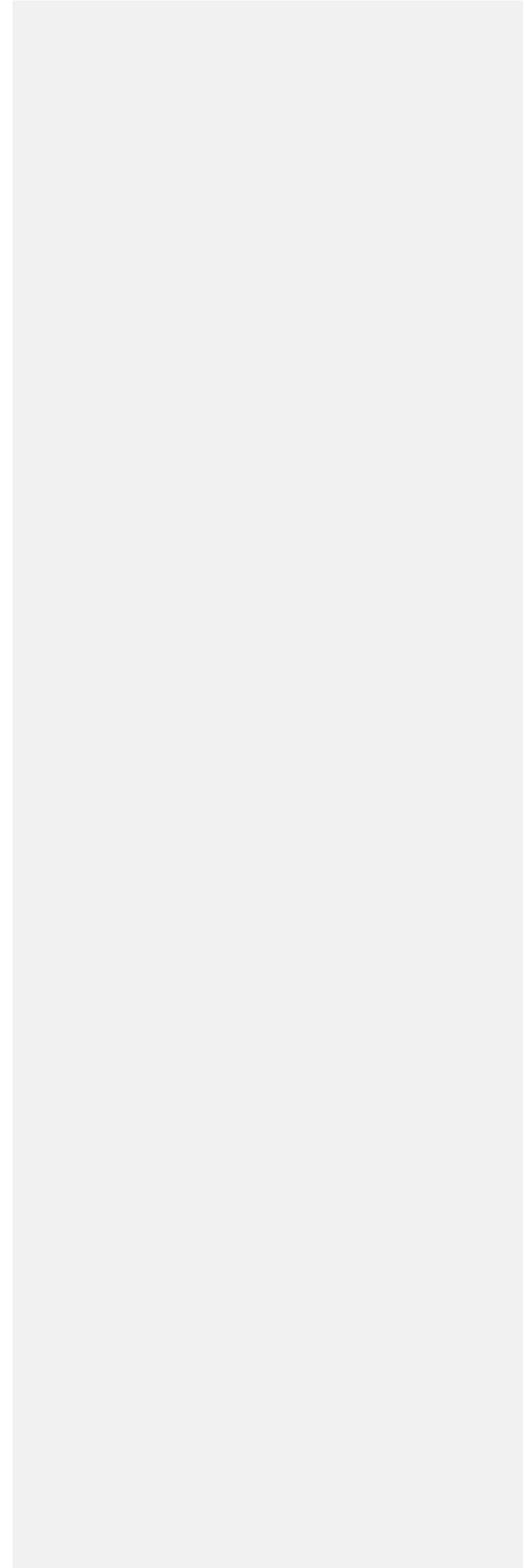


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PREAMBLE

Indiana law established the Indianapolis Metropolitan Planning Organization (Indianapolis MPO) pursuant to IC 36-7-7.7 and effective June 1, 2020, the Indianapolis MPO will operate as an independent organization to conduct planning and coordination of transportation, economic development and other regional issues for any planning area, as may be specifically defined. After June 1, 2020, any reference to the MPO or the IRTC in Indiana Code, federal documentation or otherwise, shall mean the Indianapolis MPO. In addition, certain Policy Committees of the Indianapolis MPO may be designated the official federally recognized committee to satisfy legislative requirements (i.e. Transportation Policy Committee as MPO).

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ARTICLE I. STRUCTURE

Section 1.01 Committees with Official Designations.

(a) The Transportation Policy Committee of the Indianapolis MPO shall act as the federally designated MPO for the Indianapolis Metropolitan Planning Area (MPA) for federal law purposes.

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Section 1.02 Indianapolis MPO: Membership, Committees and Staff.

(a) The Indianapolis MPO is comprised of Members (described below) consisting of local public agencies, the largest public transit provider, and other partner agencies within the Indianapolis MPA.

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(b) The Members of the Indianapolis MPO are represented by elected or appointed representatives of each Member and is governed by an Executive Committee made up of certain representatives elected by the various Policy Committees in place and governing each area of interest of the Indianapolis MPO (i.e. transportation, economic development, water, housing, etc.). Each Policy Committee may also establish a corresponding Technical Committee, or any other committee deemed necessary or desirable for their subject area.

(c) The Indianapolis MPO may be comprised of one or more Policy Committees tasked with planning activities in particular subject areas. The Indianapolis MPO shall initially have a Transportation Policy Committee, but other Policy Committees may be created in the future.

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(i) The Transportation Policy Committee is hereby created and is described in detail in Article II and is the body that reviews and approves all federal transportation-related activities of the Indianapolis MPO. These activities include the Unified Planning Work Program (UPWP), the Transportation Improvement Program (TIP), and the Long-Range Transportation Plan (LRTP). The Members of the Transportation Policy Committee and each Member's Official Representative (as defined below) is shown on Appendix B.

- (ii) The Transportation Technical Committee is hereby created and is described in detail in Article V and shall be made up of technical experts to provide advisory recommendations to the Transportation Policy Committee, particularly in areas that are technical in nature.
- (iii) Other Policy Committees for other non-transportation subject areas may be established in the future with approval of the Executive Committee and such new Policy Committees of the Indianapolis MPO shall be governed by a new addendum to these bylaws to address the details of such area and new Policy Committee.
- (d) The Executive Committee is described in detail in Article III and shall be an ad hoc committee made up of representatives elected by the various Policy Committees within the Indianapolis MPO. The Executive Committee provides guidance to the Indianapolis MPO Executive Director and staff on operational items and reviews and makes recommendations items to be presented to and referred by the various Policy Committees. The Executive Committee is responsible for approval on operational items. The Executive Committee is not responsible for the selection of projects or the distribution of funding.
- (e) Upon a vacancy in the position of Executive Director, the Executive Committee shall develop a job description (which shall be reviewed by the Policy Committees) and the Executive Committee shall oversee the solicitation of interested candidates and interview candidates for Executive Director. The Executive Committee may request Indianapolis MPO staff to be present in candidate interviews, except where a conflict of interest would arise. The Executive Committee would then recommend an individual to serve in that role for the Indianapolis MPO. After the Executive Committee recommends an individual for Executive Director, the Transportation Policy Committee must approve such individual by a majority vote. The Executive Director is authorized to hire staff as needed to fulfill the duties of the Indianapolis MPO.
- (f) The Executive Director of the Indianapolis MPO may be terminated by a majority vote of all members of the Executive Committee and all members the Transportation Policy Committee.
- (g) Indianapolis MPO staff is responsible for carrying out the planning responsibilities for each Policy Committee in conjunction with its partners and to fulfill all other duties of the Indianapolis MPO.

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**ARTICLE II. INDIANAPOLIS MPO COMMITTEE
PARTICIPATION AND MEMBERSHIP**

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Section 2.01. Metropolitan Planning Area. The Indianapolis Urbanized Area (UZA) and Metropolitan Planning Area (MPA) establishes the planning boundaries of the federal MPO as shown on Appendix A. The Members of the Transportation Policy Committee include various entities within the MPA. The current Members of the Transportation Policy Committee are shown in Appendix B, as updated from time to time. Whenever the Decennial Census is updated, the new

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MPA UAB Map from most recent Decennial Census shall be attached to these Bylaws and shall determine the potential members of the Transportation Policy Committee.

Section 2.02 Participation of Local Public Agencies. All local public agencies (LPAs) within the MPA are invited to be members of the Transportation Policy Committee of the Indianapolis MPO and participate in the Indianapolis MPO transportation planning processes. Section 2.06 provides more details on joining the Transportation Policy Committee of the Indianapolis MPO.

Section 2.03 Transportation Policy Committee Membership and Local Match.

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- (a) Those LPAs that choose to participate in the Transportation Policy Committee can become Member agencies. A list of participating Members can be found on the Indianapolis MPO website.
- (b) Membership on the Transportation Policy Committee provides each participating LPA access to transportation dollars, any licensed data products or information provided therefrom, as applicable, Indianapolis MPO planning support, and any planning funds that may become available for transportation planning to the Indianapolis MPO.
- (c) Each LPA that is a Member of the Transportation Policy Committee shall pay their share of operational expenses as members to the Transportation Policy Committee. The combined local match share provides the match to federal planning funds received from the Federal Highway Administration and Federal Transit Administration, via the Indiana Department of Transportation, and any other grants that require local match. Each member LPA must commit to the provision of the local match for the duration of their membership in the Transportation Policy Committee of the Indianapolis MPO.
- (d) Local match for transportation planning funding is determined annually by the Transportation Policy Committee. The local match share is determined by calculating the LPA's share of the MPA population (based on the latest decennial census or other agreed to source by the Transportation Policy Committee) and multiplying it by the local match required for that year's federal transportation planning authorizations, plus any additional non-federally eligible expenses. Transit dues allocation will be determined at a later date and adopted by the Executive Committee.
- (e) No later than the June Transportation Policy Committee meeting, Indianapolis MPO staff will provide the amount of local match dues (approved by the Transportation Policy Committee) owed by each Member.

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(f) Local Match Dues are due at the first meeting of the Transportation Policy Committee the following year.

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(g) If an LPA on the Transportation Policy Committee does not pay their local match by the specified date or ceases to pay, the MPO portion of any active project may be cancelled, the project and any other programmed future projects may be removed from the

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Transportation Improvement Program (TIP) for the Indianapolis MPA, and the LPA will be required to complete the project with local funding. The LPA will also be ineligible to apply for any Indianapolis MPO funds through the Indianapolis MPO's Call for Projects process. If awarded Indianapolis MPO funds have been transferred to the LPA, the LPA will be required to repay the funds to the Indianapolis MPO per the signed IMPO-LPA Grant Agreement. The LPA will also surrender voting privileges on all Indianapolis MPO Transportation committees and all other benefits outlined in these Bylaws or otherwise deemed surrendered by the Indianapolis MPO.

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Section 2.04 Transportation Policy Committee; Eligible Voting Members.

(a) Those LPAs that pay their share of local match for the Transportation Policy Committee are considered eligible voting Members. For details on local match, see Section 2.03.

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(b) The following partner agencies are also represented as eligible voting Members of the Transportation Policy and Transportation Technical Committees:

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- Indianapolis Public Transportation Corporation (d/b/a IndyGo)
- Central Indiana Regional Transportation Authority (CIRTA)
- Indianapolis Airport Authority (IAA)
- Indiana Department of Transportation (INDOT)
- Ports of Indiana

Section 2.05 Transportation Policy Committee; Non-Voting Members.

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(a) Non-voting members, also known as advisory members, serve an important role on their respective committees. The following agencies are considered non-voting members for both the Transportation Policy and Transportation Technical Committees:

- Federal Highway Administration (FHWA)
- Federal Transit Administration (FTA)
- Environmental Protection Agency (EPA)
- Indiana Department of Environmental Management (IDEM)
- Local Public Agencies that choose not to pay local match

(b) Other non-voting members are also included in the membership of the Transportation Technical Committee only:

- (i) Representatives from the adjacent metropolitan planning organizations that coordinate regional planning processes. This includes the Columbus Area Metropolitan Planning Organization (CAMPO) and the Madison County Council of Governments (MCCOG).
- (ii) Representative from an organization that represents freight interests in the central Indiana region.

Section 2.06 Joining the Transportation Policy Committee of the Indianapolis MPO.

- (a) An LPA within the current MPA may join or rejoin the Transportation Policy Committee of the Indianapolis MPO at any point in time. For LPAs not previously in the MPA but made eligible in a revised MPA, see Section 2.06(c).
- (b) As a requirement of an LPA joining or rejoining the Transportation Policy Committee, an LPA must pay the following: the number of years absent from the Transportation Policy Committee (but no more than three (3) years), multiplied by its current local match dues for the current fiscal year.
- (c) Notwithstanding (a) and (b) above, following approved changes to the urbanized area and/or MPA, LPAs added to, but previously not in, the MPA are invited to join the Transportation Policy Committee of the Indianapolis MPO. The Transportation Policy Committee shall extend the new LPA an invitation to join its committee; the invitation will coincide with the final approval of the new MPA boundary. The LPA is given two (2) years from the initial invitation to join the Transportation Policy Committee. After this time, the LPA must join pursuant to (a) and (b) of this section.

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Section 2.07 Leaving the Transportation Policy Committee of the Indianapolis MPO.

- (a) An LPA receiving funds from the Indianapolis MPO may not opt out of its Membership with the Transportation Policy Committee.
- (b) An LPA may otherwise opt out of its Membership with the Transportation Policy Committee. The Indianapolis MPO requires that the highest legislative body of the LPA and the Official Representative provide written notification of LPA’s decision to leave the Transportation Policy Committee. Such notice terminating membership shall be given no later than the first Transportation Policy Committee meeting in any given calendar year.
- (c) For the purpose of creating a balanced budget and fairness to other LPAs, the departing LPA is required to continue paying local match for a period of time determined by when the notice of termination is received by the Indianapolis MPO.
 1. If the LPA delivers its termination letter after the first Transportation Policy Committee meeting of the year, it will be required to pay the current year and for an additional two years. For example: LPA A decides it no longer wishes to participate in the Transportation Policy Committee. LPA A turns in its written membership termination

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letter after the first Transportation Policy Committee meeting. The LPA is responsible for the current year and the two following years.

- 2. If the LPA A turns its termination letter in no later than the first Transportation Policy Committee meeting of any calendar year, it is responsible for payment for the current year and the year after.

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ARTICLE III GENERAL PROVISIONS OF INDIANAPOLIS MPO

Section 3.01 Applicability of Article. The provisions of this Article III shall apply to the Indianapolis MPO and all committees thereof, unless different provisions are provided for any particular committee in an addendum to these bylaws in the future.

Section 3.02 Meetings and Agenda.

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- (a) Meetings of Policy and Technical Committees will be held bi-monthly, in the months of February, April, June, August, October, and December (or otherwise as deemed appropriate for the efficient conduct of business). An annual joint Policy and Technical Committee meeting may be held in June of each year. Committee Chairs may cancel regular scheduled meetings should there be insufficient business on the Committee's tentative agenda (which is prepared by the Indianapolis MPO staff in conjunction with the Chair).

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- (b) Executive Committee meetings are held monthly.

- (c) Special meetings of any committee may be called by the Chair, the Executive Director, or at the request of the majority of the Members. Whenever possible, at least seven (7) calendar days' notice shall be given.

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- (d) Whenever possible, meeting agendas for all committees will be distributed at least one week prior to the meetings. Items on the agenda originate from the Indianapolis MPO staff and pertain to pertinent items of business that the committee should consider. Items may also be placed on the agenda at the request of any Chair, Executive Committee member, or Member.

- (e) The Indianapolis MPO shall conduct its business in compliance with the State of Indiana's Open Door Law (IC 5-14-1.5), Indiana's Access to Public Records Act (IC 5-14-3), and the Indianapolis MPO's Public Involvement Plan.

Section 3.03 Policy Committee and Technical Committee Official Representative, Proxies, and Notification.

- (a) Policy and Technical Committee Official Representative.

(i) LPAs shall notify the Indianapolis MPO staff in writing of their Official Representatives for all Policy and Technical Committees. Representatives for any Policy Committee must be an elected official, paid employee or board member of the LPA. [QUESTION REGARDING ELECTED OFFICIAL AS CHAIR]

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(ii) In the event that the LPA does not designate its Official Representative, the following applies:

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A. Policy Committee – The highest elected official of the LPA (mayor, president of town council, president of board of county commissioners) shall be deemed the Official Representative on the Policy Committee until a notice of different designated representative is received from the LPA.

B. Technical Committee – The LPA’s head engineer (if any) shall be deemed the Official Representative on the Technical Committee until notice of a different designated representative is received from the LPA.

(iii) The names of the Official Representatives for each committee shall be available on the Indianapolis MPO website. Chairs and Vice-Chairs for Committees shall also be noted.

(iv) Partner agencies shall also notify the Indianapolis MPO staff in writing of their Official Representatives. Such Representatives shall be designated by the highest official of the agency.

(b) Policy Committee and Technical Committee Proxy.

(i) LPA’s may appoint a Proxy to the Policy and Technical Committees who will serve in the Official Representative’s absence. To appoint a Proxy, the name of the Proxy must be submitted in writing (email or letter) to Indianapolis MPO staff. It is the LPA’s responsibility to notify the Indianapolis MPO of the appointment of a Proxy. Failure to notify the Indianapolis MPO of the appointment of a Proxy may impact voting privileges. An LPA may appoint more than one Proxy but every Proxy must meet the requirements set forth below:

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A. For a Policy Committee, the Proxy shall be a paid employee, board member, or elected official from the same organization, agency, institution, or LPA.

B. For a Technical Committee, it is suggested, but not required, that the Proxy be a paid employee from the same organization, agency, institution or LPA.

(ii) In instances where neither the Official Representative nor the appointed Proxy can attend, another individual may be selected as a Proxy, conditional on the Proxy definitions outlined in 3.03(b)(i). The LPA must notify the Indianapolis MPO in writing (e-mail or letter) prior to the meeting when such an event arises.

(c) Notification to Indianapolis MPO of Policy and Technical Committee Representatives and Proxies.

(i) These appointments of the Official Representatives and Proxies for the above committees must be submitted in writing (e-mail or letter) to the Indianapolis MPO. The communication should note the Official Representative and Proxy of both committees, including their contact information.

(ii) These Official Representatives and Proxies will remain in effect until such time as the LPA notifies the Indianapolis MPO in writing (e-mails or letter) of any new Official Representatives or Proxies (as described above in 3.03(a) and (b)).

Section 3.04 Committee Voting Eligibility, Procedures, and Official Approval.

(a) All eligible voting Members (the Official Representative or their qualified Proxy) are permitted to vote. Non-voting Members and unauthorized Proxies are not permitted to vote. LPAs are responsible for notifying and keeping records up to date with the Indianapolis MPO.

(b) Each eligible voting Member is entitled to one (1) vote. No eligible voting Member may vote twice.

(c) Any Member may call for a vote on any agenda item and, if it is seconded, a vote may be taken on the agenda item.

(d) A Member may withdraw from voting on an issue by verbally abstaining prior to the vote.

(e) Unless otherwise stated in these bylaw, actions of all committees are approved by a majority vote of present eligible voting Members, as long as a quorum is present. Technical Committee votes are advisory and only provide recommendations to a Policy Committee.

Section 3.05 Policy, Committee Officers (Chair and Vice-Chair).

(a) Prior to the first meeting of any Committee of the Indianapolis MPO in any given year in which an officer shall be elected, the Indianapolis MPO Executive Director will ask for nominations for officers as outlined below.

(b) All Policy Committees shall have a Chair and a Vice-Chair. The Chair of each Policy Committee shall be elected by its Members from those nominated by the receipt of the highest number of votes. After the Chair is elected, nominations for Vice-Chair shall be taken and the individual with the highest number of votes shall be the Vice-Chair.

(c) In the event the Chair cannot attend a meeting, the Vice-Chair shall perform the Chair's duties him/herself or, if the Vice-Chair prefers, another member may be elected by majority vote to perform chairperson duties for that meeting.

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(d) The term of office for ~~Chair and Vice-Chair~~ for each of the various Policy Committees shall be two (2) years. In the event that an officer resigns from such position before the end of the 2 year term or is otherwise no longer on the applicable Policy Committee representing that LPA, a vote for a replacement officer or officers shall be held at the next Policy Committee meeting in the same manner as described above. If any other member of the Executive Committee shall resign or the position otherwise becomes vacant, a new member of the Executive Committee shall be elected from the same category (City, town, at-large) and in the same manner as the vacating member was elected.

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(e) The Chair is tasked with maintaining order, upholding the bylaws, and facilitating discussion of the applicable Policy Committee.

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Section 3.06 Executive Committee.

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(a) ~~The Executive Committee reviews requested actions, policies and procedures prior to their introduction to the various Policy and Technical Committees. It also provides guidance to Indianapolis MPO staff on certain operational items that may be time-sensitive and require meeting and/or approval sooner than the bi-monthly Policy Committee meetings.~~

(b) The Executive Committee of the Indianapolis MPO shall consist of between nine (9) and twelve (12) members who shall be elected by the various Policy Committees of the Indianapolis MPO. As of June 1, 2020, the Executive Committee shall have nine (9) members and they shall be made up of the same members as the prior ~~Administrative~~ Committee of the ~~prior~~ MPO until new members can be elected in 2021.

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(c) The ~~Chair and Vice-Chair~~ of the Transportation Policy Committee and the ~~Chair~~ of each other Policy Committee shall automatically become a member of the Executive Committee. The remaining members of the Executive Committee will be made up of one representative of City of Indianapolis and at least one (1) member from each other municipal class (excluded cities, county, town, city, and transit).

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(d) The number of Executive Committee members may be changed from time to time by the automatic addition of the Chair of any other Policy Committee created by the Indianapolis MPO for any non-transportation area of planning or by vote of the Executive Committee. Article VI of these Bylaws shall not apply for ~~automatic additions to the Executive Committee~~. Notwithstanding the automatic addition of members on the Executive Committee described above, if at any time the Indianapolis MPO ~~otherwise~~ acts to increase the number of members of the Executive Committee, the Indianapolis MPO must amend these Bylaws in accordance with Article VI and must fill those new seats by the Transportation Policy Committee electing individuals at large to fill those seats, by simple majority vote, at the time that the number of members of the Executive Committee is increased or at the next regular meeting of the Transportation Policy Committee at which a quorum exists. With the exception of the initial members of the Executive Committee, who shall serve the term set forth next to their name below, each member of the Executive Committee shall serve a two-year term or until his or her successor is appointed and qualified.

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(e) The terms of the members of the Executive Committee shall be staggered so that approximately one-half of the members of the Executive Committee has a term that ends during any given fiscal year. The names and terms of office of the initial members of the Executive Committee are as follows:

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Initial Members	Term of Office
1.	2 years
2.	2 years
3.	2 years
4.	2 years
5.	1 year
6.	1 year
7.	1 year
8.	1 year
9.	1 year

(f) A quorum for the Executive Committee is at least fifty percent (50%) of the entire Executive Committee at the time action is taken. So long as a quorum is present, a majority vote is required to take action. For example, if there are nine (9) members of the Executive Committee when the vote is taken, then five (5) members constitute a quorum and three (3) members can pass a motion. If there are twelve (12) members of the Executive Committee when the vote is taken, then six (6) members constitute a quorum and four (4) members can take action. No action can occur unless a quorum is present.

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(g) Beginning June 1, 2020, the Chair and Vice-Chair of the Transportation Policy Committee shall be the Chair and Vice-Chair of the Executive Committee. In the absence of the Chair at an Executive Committee meeting, the Vice-Chair will serve as the Chair or may elect to have the members present at that meeting to elect a Chair to preside at that meeting. The Chair of the Transportation Policy Committee, and therefore the Chair of Executive Committee, shall be an elected official. The Vice-Chair may serve as chair in the Chair's absence, regardless of whether the Vice-Chair is an elected official.

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(h) Members of the Executive Committee shall be determined as follows:

(i) The Executive Committee is comprised of at least a nine (9) members, with at least one representative from the following classes:

- A. Largest City in the MPA
- B. Excluded Cities (Beech Grove, Lawrence, Southport, Speedway)

C. County

D. Town

E. City

F. Largest Transit Provider

G. Up to three (3) At Large Members elected by all members of the Transportation Policy Committee.

(ii) The Chair and Vice-~~Chair~~ shall satisfy the requirement for a representative for the class in which their LPA qualifies. For instance, if the Chair represents a Town, then that ~~municipal class~~ under (d)(i)(D) above is satisfied.

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(iii) Except in the case of new Policy Committees, Nominees for Executive Committee (including Chair and Vice-~~Chair~~ of ~~Transportation~~ Policy Committee) must have served as an Official Representative or Proxy for an eligible voting ~~Member~~ of the Policy Committee for at least one (1) year immediately prior to nomination for the Executive Committee; provided however, that the ~~Transportation~~ Policy Committee may vote to waive this requirement when warranted.

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(iv) Nominees will be given an opportunity to speak, if so desired. Nominees shall be voted upon immediately.

(v) Voting for the Executive Committee/Officers may be done by voice, paper ballots or electronic voting; no absentee voting is permitted.

(vi) Executive Committee members, except for the Chair, Vice-Chair and At-Large Members, are elected by majority vote of the eligible ~~voting Members~~, however, if no one receives a majority vote, the candidates with the highest number of votes of present ~~eligible~~ voting ~~Transportation~~ Policy Committee members of their class (see 3.06(d)(i)) is elected. In the event of a tie vote, the Indianapolis MPO Executive Director shall cast the deciding vote.

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(vii) ~~Any Transportation~~ Policy Committee representative not holding a position, may run for one of the three (3) At- Large seats. Another election is held for the three (3) At-Large positions. ~~All eligible voting Members participate in the At-Large position election.~~ The three (3) representatives with the most votes are elected to the At-Large positions. In the event of a tie vote, the Indianapolis MPO Executive Director shall cast the deciding vote.

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A. Additional elections may be held if either the Chair or Vice-Chair or any Executive Committee member cannot carry out his/her duties for the remainder of the appointed term. This election should occur at the next ~~Transportation~~ Policy Committee meeting after the Chair/Vice-Chair resigns

and shall be selected from any eligible Transportation Policy Committee member that fits the municipal class (City, Town, etc) of the departing officer or Executive Committee member. In the event notification of a vacancy happen in October or later, the position shall remain vacant for the remainder of the year and shall be filled during the normal Executive Committee elections. [we need to discuss]

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(i) The Executive Committee reviews requested actions, policies and procedures prior to their introduction to the various Policy and Technical Committees. It also provides guidance to Indianapolis MPO staff on certain operational items that may be time-sensitive and require meeting and/or approval sooner than the next Policy Committee meeting.

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(j) The Executive Committee shall have the following powers:

(i) Review and advise on personnel, hiring and training needs and issues of the Indianapolis MPO staff.

(ii) Review and approve overall MPO operational budget, however, the Executive committee cannot modify activities or amounts relating to the UPWP.

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(iii) Review and approve contracts over \$ _____; leases, relating to real property; health benefits, retirement benefits; information technology agreements; and serve as the financial committee.

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(iv) Interview, hire, determine raises, and recommend termination the Executive Director.

(v) Review and advise on issues pertaining to the organizational structure of the Indianapolis MPO.

(vi) Amend these bylaws, as described in Article VI.

(vii) Establish additional Policy Committees for subject areas, ad hoc committees or task forces as appropriate.

(k) Executive Committee members may appoint a Proxy who will serve in the representative's absence. To appoint a Proxy, the name of the Proxy must be submitted in writing (e-mail or letter) to the Indianapolis MPO. It is the Executive Committee member's responsibility to notify the Indianapolis MPO of the appointment of a Proxy. Failure to notify the Indianapolis MPO of the appointment of a Proxy may impact voting privileges. A member of the Executive Committee may appoint more than one Proxy, but every Proxy must be a paid employee, board member, or elected official from the same organization, agency, or institution. In instances where neither the Executive Committee member nor the appointed Proxy can attend, another individual may be selected as a Proxy, conditional on the Proxy

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definitions outlined in this Section. The Executive Committee member must notify the Indianapolis MPO in writing (e-mail or letter) prior to the meeting when such an event arises. The appointments of the Proxies must be submitted in writing (e-mail or letter) to the Indianapolis MPO. The communication should note the Proxy, including their contact information. The Proxies will remain in effect until such time as the Executive Committee member notifies the Indianapolis MPO in writing (e-mails or letter) of any new Proxies.

Section 3.07 Robert's Rules. In all matters not otherwise provided for by statute or these Bylaws, the most recent edition of Robert's Rules of Order, as interpreted by the Committee's presiding officer, shall govern the conduct and procedures of meetings.

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Section 3.08 Planning Agreements.

- (a) The Transportation Policy Committee of the Indianapolis MPO agrees to conform to the policies agreed upon in the Memorandum of Agreement (MOA) by and between the Indianapolis MPO, the Indiana Department of Transportation (INDOT), and the Indianapolis Public Transportation Corporation (d/b/a IndyGo). This document is attached for reference as Appendix C.
- (b) The Transportation Policy Committee also agrees to conform to the policies agreed-upon in the Planning Activities Agreement with the Madison County Council of Governments (MCCOG) and the Columbus Area Metropolitan Planning Organization (CAMPO). This document is attached for reference as Appendix D.

ARTICLE IV. POLICY COMMITTEES

Section 4.01 Purposes. Policy Committees shall have the following purposes:

- (a) The Policy Committees are the governing body for each particular subject area managed by the Indianapolis MPO.
- (b) The Transportation Policy Committee is the federally designated MPO for the Indianapolis UZA and the Indianapolis MPO, and addresses and approves, among other things, the transportation-related plans.

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Section 4.02 Powers of the Transportation Policy Committee; Other Policy Committees.

- (a) The Transportation Policy Committee shall have the following powers:
 - (i) Approve all federally-required transportation planning documents, including, but not limited to:
 - (1) Unified Planning Work Program (UPWP)
 - (2) Indianapolis Regional Transportation Improvement Program (TIP), and
 - (3) Long-Range Transportation Plan (LRTP).

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- (ii) Establish special transportation committees or task forces as appropriate.
- (iii) Oversees expenditures of transportation dollars, as outlined in federal and state laws.
- (b) All other Policy Committees of the Indianapolis MPO shall have the powers identified in an Addendum to these bylaws approved by majority vote of such Policy Committee at the time such Policy Committee is formed. The provisions of Article VI shall not apply for other Policy Committees to adopt such an Addendum to these bylaws.

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ARTICLE V. TRANSPORTATION TECHNICAL COMMITTEE

Section 5.01 Purpose. As technical experts, the Transportation Technical Committee is intended to provide advisory recommendations to the Transportation Policy Committee, particularly on items that are more technical in nature.

Section 5.02 Powers. The Transportation Technical Committee shall have the following powers:

- (a) Recommendations for approval of and amendments to planning documents to the Transportation Policy Committee.
- (b) Establish special committees or task forces as appropriate.
- (c) Offers technical guidance regarding the allocation of transportation dollars.
- (d) All powers outlined in any appendix material to these bylaws.

Section 5.03 Technical Committee Members. Each LPA shall appoint an Official Representative and Proxy to serve on the Transportation Technical Committee. Representatives and proxies should have technical expertise. The Transportation Technical Committee shall also include non-voting members as described in Section 2.05(b) above.

Section 5.04 Technical Committee Officers. The Chair for the Transportation Technical Committee is the Indianapolis MPO Executive Director, unless such committee chooses to elect a member as its Chair. This role is charged with maintaining meeting order, upholding the bylaws, and facilitating discussion where appropriate.

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Section 5.05 Quorum. The quorum for the Transportation Technical Committee is fifteen (15) eligible voting Members. No action on an agenda item may be taken unless a quorum is present.

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ARTICLE VI. AMENDMENTS TO BYLAWS

Section 6.01 Notice. Each eligible voting Member of any Policy Committee must receive written notice of the proposed amendment at least thirty (30) days prior to the meeting at which the amendment is to be considered by the relevant committees.

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Section 6.02 Required Votes to Amend the Bylaws. Amendments to these Bylaws shall require the affirmative vote of at least one-half of all members of the Executive Committee, provided there is a quorum present at the meetings where the vote is taken; and also provided, that no change to the membership or local match requirements or powers relating to the Transportation Policy Committee in the bylaws shall occur without the approval of at least half of all Transportation Policy Committee members.

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INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION
Planning the transportation future for the Indianapolis region

MEMORANDUM

TO: Indianapolis Regional Transportation Council, Administrative Committee

FROM: Anna Gremling, Executive Director, Indianapolis MPO

DATE: May 15, 2020

RE: Indianapolis MPO Human Resources Manual

As the Indianapolis MPO prepares to become an independent organization June 1st of this year, we have worked to put in place key elements critical to being self-sufficient, including a Human Resources Manual. Gregory and Appel, a well-respected local firm expert in the human resources field has assisted the MPO in developing the Manual.

The Human Resources Manual is based on many of the policies of the City of Indianapolis that our employees have always worked under and are familiar with. The overall approach of this effort was to maintain most of what remains applicable to the MPO as a separate organization, yet also to simplify as much as appropriate and to improve upon the benefits and flexibility afforded by the City's manual. Important to this effort was to have policies that position the MPO to be competitive among our peers in attracting and retaining talent and more closely reflect the realities and expectations of today's job market.

Final changes to the Human Resource Manual are currently in progress to reflect recent benefit information. The MPO will bring a resolution to the June 1st IRTC meeting seeking approval of the Human Resources Manual. If you have any questions, please contact me or Steve Cunningham (steve.cunningham@indympo.org, 317-327-5403).

SUMMARY OF HR MANUAL CHANGES

Existing City of Indianapolis Policy	PROPOSED MPO Policy
Non-discrimination Policies	
Equal Employment Opportunity	Equal Employment Opportunity - maintain
Workplace Harassment	Workplace Harassment – added bullying
Americans with Disabilities Act	Americans with Disabilities Act – maintain
Requirements of Employment	
Residency Requirement	Residency Requirement - eliminated
Rehiring – 30 days	Rehiring – increased to 60 days
Telecommuting - n/a	Telecommuting - added
Health and Safety	
Safety Handbook	Safety and Accident Rule
Drug and Alcohol Free Workplace	Drug-Free Workplace and Substance Abuse
Prevention of Violence in the Workplace	Workplace Violence Prevention Policy
Compensation	
Hours of Work	Core Hours 9:00 AM to 3:30PM
40 hour work week	37.5 hour work week
Flextime - Departmental	Agency wide flextime within core hours added
Performance Management	Performance Management– closer tie to raises
Benefits	
FMLA	MPO FML - keeping concept with 6 weeks paid of 12
Short term disability – up to 400 hours	Short term disability - maintain
COBRA	COBRA - No Access to due to staff size
PERF	PERF – maintained for current members
HSA – employer contribution	HSA – maintained, possible contribution increase
Cell phone reimbursement – n/a	Cell phone reimbursement – added
Tuition reimbursement -	Tuition reimbursement – maintain
Group Health Insurance – health, dental, eye, etc.	Group Health Insurance – health, dental, eye, etc. – maintain
Holidays and Leave	
Paid holidays	Paid holidays – added 2 (N.Y eve & Pres. Day)
PTO accrual rate	PTO accrual rate – maintained
PTO carryover - 22 days	PTO carryover - increased to 25 days
Paid jury duty	Paid jury duty - maintain
School volunteer leave	School volunteer leave – maintain
Bereavement leave – days for immediate family	Bereavement leave – 3 days plus adding 1 day for extended family

Memo

To: MPO Members

From: Anna M. Gremling

Date: March 15, 2020

Re: Bundle #1 – Administrative

We are requesting that the MPO Membership consider the following items:

- **New Organization Current Members**
All MPOs Members will become members of the NEW MPO. See list attached.
- **Approval of Executive Director**
Approve Anna Gremling as Executive Director of the NEW MPO. Anna has been the Executive Director of the old MPO since 2012. During her tenure at the MPO (so far) the organization has implemented an eTIP, overseen \$400M of infrastructure investment go to letting through the TIP, and won a national award and several state awards related to the Marion Co Transit Play .
- **Executive Committee and Officers**
It is the intention that all IRTC Administrative Committee Members, would serve on the newly created Executive Committee through 2020. The current list of members is attached.

Indianapolis Metropolitan Planning Organization's Indianapolis Regional Transportation Council (IRTC) Membership List

Updated: February 20, 2020

Local Public Agency	Policy Committee Member	Technical Committee Member	Administrative Committee Member
Town of Avon	Tom Klein	Ryan Cannon	Tom Klein
Town of Bargersville	Julie Young	Joe Csikos	
City of Beech Grove	Dennis Buckley	Dennis Buckley	Dennis Buckley
Boone County	Craig Parks	Nick Parr	
Town of Brooklyn	Karen Howard	Karen Howard	
Town of Brownsburg	Brian Jessen	Todd Barker	
City of Carmel	James Brainard	Jeremy Kashman	
Town of Cicero	C.J. Taylor	C.J. Taylor	
Town of Cumberland	April Fisher	Ben Lipps	
Town of Danville	Mark Morgan	Rob Roberts	
City of Fishers	Scott Fadness	Jason Taylor	Jason Taylor
City of Franklin	Steve Barnett	Mark Richards	
City of Greenfield	Chuck Fewell	Jason Koch	
City of Greenwood	Mark Myers	Daniel Johnston	
Hamilton County	Mark Heirbrandt	Bradley Davis	Mark Heirbrandt
Hancock County	Gary Pool	Gary Pool	
Hendricks County	Eric Wathen	John Ayers	Eric Wathen
City of Indianapolis	Daniel Parker	Ericka Miller	Daniel Parker
Johnson County	Luke Mastin	Neil VanTrees	
City of Lawrence	Steve Collier	Sri Venugopalan	
Town of McCordsville	Tonya Galbraith	Ryan Crum	
Town Mooresville	Mark Mathis	David Moore	
Morgan County	Ryan Goodwin	Anthony Hinkle	
Town of New Palestine	Jan Jarson	Stephen Pool	
City of Noblesville	Chris Jensen	Alison Krupski	
Town of Pittsboro	Jason Love	Steve Maple	
Town of Plainfield	Andrew Klinger	Scott Singleton	Andrew Klinger
Shelby County	Desiree Calderella	Desiree Calderella	
City of Southport	Russell McClure	Diana Bossingham	
Town of Speedway	Jacob Blasdel	Wendell Waters	
City of Westfield	Andy Cook	Jeremy Lollar	Andy Cook
Town of Whiteland	Norm Gabehart	Carmen Parker	
Town of Whitestown	Brittany Garriott	Danny Powers	
Town of Zionsville	Emily Styron	Lance Lantz	
Partners (Voting)			
IndyGo	Inez Evans	Annette Darrow	Inez Evans
CIRTA	Christine Altman		
IAA	Drew Genneken	Drew Genneken	
INDOT	Clark Packer	Scott Bailey	
Ports of Indiana	Jody Peacock	Jody Peacock	
Partners (Non-Voting)			
FHWA	Robert Dirks	Robert Dirks	
FTA	Cecilia Crenshaw	Cecilia Crenshaw	
IDEM	Shawn Seals	Shawn Seals	
MDC	Tim Ping	Tim Ping	
Columbus MPO (CAMPO)		Laura Thayer	
Anderson MPO (MCCOG)		Jerry Bridges	
Conexus (Private Freight Representative)		Bryce Carpenter	

Executive Committee List (formally Administrative Committee members)

- Chair, Mayor Andy Cook, City of Westfield
- Vice Chair, Andrew Klinger, Town of Plainfield
- Inez Evans, IndyGo
- Jason Taylor, City of Fishers
- Tom Klein, Town of Avon
- Mayor Buckley, City of Beech Grove
- Eric Wathen, Hendricks County
- Mark Heirbrandt, Hamilton County
- Dan Parker, City of Indianapolis

Memo

To: MPO Members
From: Anna M. Gremling
Date: March 15, 2020
Re: Financial Bundle

We are requesting that the MPO Membership take the following action:

- **INDOT Grant Agreement – Ratify**
This agreement is a 2 year agreement that gets amended after 1 year. This will be an annual item on the MPO agenda and will likely be packaged with the Unified Planning Work Program in the future. This agreement is the source of all the MPO federal operational funds.
- **Financial Commitments**
The assignment clause in all the City of Indianapolis contracts allows all our active contracts and service agreements to rollover to the new organization. The for transparency purposes we are asking the board to ratify all contracts and software agreements
- **2020 MPO Budget**
This is the proposed budget for the remainder of 2020 for the New MPO.

**Supplement #2 to
GRANT AGREEMENT
Concerning
FISCAL YEAR 2020 FEDERAL HIGHWAY FUNDS FOR METROPOLITAN PLANNING**

Between

THE INDIANA DEPARTMENT OF TRANSPORTATION

And

THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION (IMPO)

EDS # A249-19-G190012

SPMS Des# 1801366

This Supplement Grant Agreement (“Agreement or Contract”) is written to establish the remaining Calendar Year (CY 2020) Federal Highway Planning (PL) Funds and to enable the grantee drawdown the funds as a standalone entity for the CY 2019-2020 Unified Planning Work Program (UPWP) and is entered into by and between the State of Indiana, acting on behalf of the Federal Highway Administration through the Indiana Department of Transportation, hereinafter referred to as “INDOT”, and the grantee Indianapolis Metropolitan Planning Organization (IMPO), hereinafter referred to as the “PLANNING AGENCY”.

In consideration of the mutual undertakings and covenants hereafter set forth, the parties agree as follows:

Section 1.5 is amended to read as follows:

[Remainder of Page Intentionally Left Blank]

1.5. Budget and Budget Modification. The approved CY 2020 PL Budget is set forth as **Exhibit C** and is subject to the following conditions and requirements.

A. Planning (PL)

1. PL Funds are hereby made available for use in funding an approved CY 2020 UPWP to include the following:

- (a.) 2020 Remaining Calendar Year PL distribution: One Million, One Hundred-Twenty-Eight Thousand, Nine Hundred and Sixty-Three Dollars; **\$1,128,963**
- (b.) 2020 Remaining Transit Planning (5303) distribution: Four Hundred Ninety-Two Thousand, Eight Hundred and Fifty-Four Dollars; **\$492,854**

TOTAL PL Funding available for programming for Calendar Year 2020 is One Million, Six Hundred and Twenty-One Thousand, Eight Hundred and Seventeen Dollars **\$1,621,817**

In consideration of the provisions of this Section, it is agreed that the PLANNING AGENCY is authorized to proceed with their remainder Seventy-Five Percent Calendar Year 2020 work program with a PL Funding level of One Million, Six Hundred and Twenty-One Thousand, Eight Hundred and Seventeen Dollars; **\$1,621,817**

2. The PLANNING AGENCY shall match the PL Funds with local funds according to the following ratio: 20% local funds – 80% federal funds.

B. Other Planning Funds

1. Other Available Funding Totals (See Exhibit C)

- (i.) Total **HSIP** Funds available for funding and programming pursuant to an approved Calendar Year 2020 program is equal to: One Hundred Thousand Dollars; **\$0**
- (ii.) Remainder Seventy-Five Percent **STBG** Funds available for funding and programming pursuant to an approved Calendar Year 2020 program is equal to: Five Hundred Eleven Thousand, Eight Hundred and Forty-Two Dollars; **\$511,842**
- (iii.) Total **CMAQ** Funds available for funding and programming pursuant to an approved Calendar Year 2020 program is equal to Zero Dollars: **\$0**
- (iv.) The PLANNING AGENCY shall match these Funds with local funds according to the following ratio: 20% local funds – 80% federal funds or other agreed combinations.

C. All Planning/Flexed Funds (PL, STBG, HSIP, CMAQ and SPR), as defined in Section A.1 and B.1 shall be available to the PLANNING AGENCY for use through the **Project End Date (PED) of December 31, 2023**. INDOT will monitor these funds for inactivity. The PLANNING AGENCY agrees to advise INDOT in writing if funds are not to be used for planned UPWP activities and funds may be de-obligated.

EXHIBIT C

Calendar YEAR 2020 UPWP Federal Funding

Work Elements are more fully described in the CY 2019-2020 UNIFIED PLANNING WORK PROGRAM as prepared and submitted by the Indianapolis Metropolitan Planning Organization for the remaining seventy-five percent State CY 2020 Funds and approved by the Federal Highway Administration through the Indiana Department of Transportation and is incorporated herein by reference.

<u>Work Element</u>	<u>PL/5303</u>	<u>HSIP</u>	<u>STBG</u>
100 Administration	\$1,119,813.75		
200 Data Collection/Analysis	\$77,591.25		\$511,842
300 Short Range Planning/Mgmt Systems	\$174,120		
400 Long Range Planning	\$102,000		
500 Transit Planning	\$148,292		
600 Other Planning Initiatives/Other items	\$0		\$0
CY 2020 Federal Funds By Type	\$1,621,817	\$0*	\$511,842*

Total Outstanding CY 2020 UPWP PL/HSIP/STBG Programmed Amount: \$2,133,659

*Note: One purchase order (PO) will be processed for the total cost of PL/5303/HSIP/STBG funds with multiple lines for each work element for billing purposes.

Active Software, SaaS, and Data Contracts

Software/Data Name	Vendor Name	Software/Data	Use	Cost
TransCAD and TransModeler	Caliper Corporation	Software	Software used for travel demand model (TDM) and for travel microsimulation.	\$11,250.00
Community Analyst and ArcGIS Online	ESRI	SaaS/Data	Community Analyst provides access to small area demographic and economic data. Access to ArcGIS Online.	\$6,000.00
ZoomPro	Zoom	SaaS	Web Conference	\$149.90
CommunityViz	CommunityViz	Software	ArcGIS extension analysis tool	\$875.00
Hootsuite	Hootsuite	SaaS	Social media account linkage	\$348.00
Poll Everywhere	Poll Everywhere	SaaS	Audience input at transit workshops	\$120.00
GitHub, Inc.	GitHub	SaaS	Software Code Repository	\$300.00
Speed Data (NPMRDS)	INRIX	SaaS/Data	Calibration of Travel Demand Model and Regional Performance Measure Development	\$33,000.00
Business Data	InfoUSA	SaaS/Data	Business Location Data	\$24,443.04
Remix	Remix	SaaS	Transit Planning Software	\$30,000
MatchBook Creative	MatchBook Creative	SaaS	Tech support for indympo.org and the invoicing portal	\$23,560.81
MiTIP	EcoInteractive	SaaS	MiTIP	\$58,497.00

MDC #	Vendor	Description	Amount
2017-MPO-011	Ecointeractive, Inc.	MiTIP	\$210,591.50
2017-MPO-037	Rundell Ernstberger Associates, Inc.	Vision Zero Toolkit	\$100,000.00
2018-MPO-012	Matchbook Creative, Inc.	MPO Web Assets	\$36,000.00
2018-MPO-022	taylor Siefker Williams Design Group LLC	Regional Pedestrian Plan	\$162,930.00
2018-MPO-025	Caliper Corporation	TDM Maintenance	\$160,000.00
2018-MPO-026	Toole Design Group	Regional Bike Plan	\$189,245.00
2018-MPO-027	Shrewsberry	Brownsburg Transportation Plan	\$94,900.00
2018-MPO-030	Beam Longest Neff	Boone County CR 300 Study	\$171,600.00
2018-MPO-034	Rundell Ernstberger Associates, Inc.	Franklin Bike / Ped Plan	\$115,000.00
2019-MPO-004	Crawford, Murphy & Tilly, Inc.	Plainfield Planning	\$137,430.00
2019-MPO-005	KSM	On-Call CFO Amendment #1	\$80,000.00
2019-MPO-006	Indy Translations	Document Translation	\$20,000.00
2019-MPO-008	ESRI	MPO GIS Strategic Plan	\$29,748.00
2019-MPO-010	Gregory Appel	On-Call Human Resources Services	\$30,000.00
2019-MPO-011	Frost Brown Todd	On-Call Legal Services	\$58,000.00
2019-MPO-012	MIG Inc.	Regional Centers	\$75,990.00
2019-MPO-015	Cambridge Systematics	Scenario Planning	\$176,500.00
2019-MPO-016	RDA Matchbook Creative, Inc.	CIRDA Website	\$4,037.50
2019-MPO-019	RSG Amendment #1	Freight Model	\$584,089.15
2019-MPO-020	GovernmentJobs.com	NeoGov HRIS	\$43,150.00
2019-MPO-022	Carahsoft Technology Corporation	Box.com	\$9,515.44
2019-MPO-023	HNTB	Suburban Transit Planning	\$238,343.00
2019-MPO-024	American Structurepoint Amendment #1	Traffic Counts	\$288,800.00
2019-MPO-026	Katz Sapper Miller	On-Call CFO	\$60,000.00
2019-MPO-027	RLS & Associates	5311/5307 Transit Funding Study	\$48,912.00
2019-MPO-028	InfoUSA	Data Projections, Model Calibration	\$24,443.04
2019-MPO-030	Urban Land Institute	Technical Assistance Panels	\$20,000.00
2019-MPO-031	Herd Strategies	Public Engagement	\$250,000.00
2019-MPO-032	Herd Strategies	Communications	\$150,000.00
2020-MPO-001	HNTB	Long Range Plan Consultant	\$127,414.15
2020-MPO-002	Prophet One	NetSuite Financial Setup	\$90,000.00
2020-MPO-003	RDA-Katz Sapper Miller	RDA Audit	\$10,000.00
2020-MPO-006	Pyango	NetSuite Budget Control	\$48,140.00
2020-MPO-007	Gregory Appel	On-Call Human Resources Services	\$5,000.00
2020-MPO-008	Frost Brown Todd	On-Call Legal Services	\$62,500.00

MPO/RDA
Budget for Period Jun 1, 2020 - Dec 31, 2020

	100	200	300	400	500	600	
	Planning Administration	Data and GIS	Programming	LR Transportation Plan & Air Quality & Freight	Multi Model (Transit & Active Transportation)	Other Planning Initiatives & Studies	Total
REVENUE							
Federal Grants							
PL + 5303	\$1,119,814	\$77,591	\$174,120	\$102,000	\$148,292	\$0	\$1,621,817
HSIP		\$0				\$0	\$0
STBG		\$511,842				\$0	\$511,842
Other Non-MPO Grants						\$307,500	\$307,500
Total Grants	\$1,119,814	\$589,433	\$174,120	\$102,000	\$148,292	\$307,500	\$2,441,159
Matching Dues							
PL + 5300	\$279,953	\$19,398	\$43,530	\$25,500	\$37,073		\$405,455
HSIP		\$0					\$0
STBG		\$127,961				\$0	\$127,961
STBG Overmatch						\$0	\$0
Other Local Funds	\$41,250					\$110,550	\$151,800
Total Other Revenue	\$321,203	\$147,359	\$43,530	\$25,500	\$37,073	\$110,550	\$685,215
TOTAL REVENUE	\$1,441,017	\$736,792	\$217,650	\$127,500	\$185,366	\$418,050	\$3,126,374
Salaries & wage expense-80%	\$138,851	\$98,422	\$91,468	\$100,340			
Benefits-80%	\$67,961	\$132,935	\$144,689	\$44,060			
	\$206,812	\$231,357	\$236,156	\$144,401			
Salaries & wage expense-20%	\$34,713	\$24,606	\$22,867	\$25,085			
Benefits-20%	\$16,990	\$8,628	\$13,305	\$11,015			
	\$51,703	\$33,234	\$36,172	\$36,100			
Total Salaries and benefits	\$258,515	\$264,591	\$272,329	\$180,501			
Admin expenses - 80%	\$161,879						
Admin expenses - 20%	\$38,790						
	\$200,669	0	0	0			
REVENUE LESS SALARIES & BENEFITS & ADMIN EXPENSES	\$981,833	\$472,201	(\$54,679)	(\$53,001)	\$185,366	\$418,050	\$3,126,374
Grant consulting - 80%	\$785,467	\$377,761	(\$43,743)	(\$42,401)	\$148,292	\$334,440	\$2,501,099
Matching operating - 20%	\$196,367	\$94,440	(\$10,936)	(\$10,600)	\$37,073	\$83,610	\$625,275
Total Project Expenses	\$981,833	\$472,201	(\$54,679)	(\$53,001)	\$185,366	\$418,050	\$3,126,374
Net Income/(Loss)	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION AND
CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the Indianapolis Metropolitan Planning Organization (“MPO”) and the City of Indianapolis, Marion County, Indiana (“City”).

WHEREAS, as of June 1, 2020, the MPO will be a separate and distinct legal entity and will no longer be a division of the City of Indianapolis, Department of Metropolitan Development; and

WHEREAS, the City procures medical (including access to the healthcare clinic), vision, and dental insurance (herein after referred to as “health insurance”) on behalf of its employees and other legal entities (“Associated Quasi-Governmental Entities”); and

WHEREAS, the MPO is interested in having the City procure health insurance on behalf of its employees; and

WHEREAS, the City is willing to procure health insurance for the MPO in the same or similar manner that it does with the Associated Quasi-Governmental Entities;

NOW THEREFORE, the MPO and the City agree as follows:

1. **MPO OBLIGATIONS:**

- a. The MPO shall remit, on a monthly basis, health insurance premiums to the City of Indianapolis’ Controller’s Office by the 15th of the subsequent month. (January’s payment is due by the 15th of February.) Premiums, administrative fees and stop loss fees will be included in and paid as part of the monthly premiums. In conjunction with these payments, MPO shall provide to City a then-current listing of its employees indicating which plan (single/family) they are enrolled in.
- b. The MPO will be billed directly for any dental or vision coverage for its employees.
- c. Any additional health-related benefits or obligations including, but not limited to Health Savings Accounts, Health Care Flexible Spending Accounts, Short Term Disability, Long Term Disability, Life Insurance, Supplemental Life Insurance, Unemployment Insurance, Worker’s Compensation Insurance or coverage, Deferred Compensation, Wellness program, COBRA coverage, or

the administration of Family Medical Leave Act (FMLA) or the Americans with Disabilities Act as Amended (ADAAA) shall be the sole responsibility of the MPO.

- d. MPO agrees to abide by open-enrollment and life event guidelines as established by the City.
- e. MPO recognizes and acknowledges that in the event the City decides to stop providing health insurance services to the Associated Quasi-Governmental Entities, City will provide MPO with 90-days' notice prior to the end of a plan year and the obligations the City has to the MPO with respect to these services shall end at the end of such plan year.

2. **CITY OBLIGATIONS:**

- a. City will include and treat the MPO as one of the Associated Quasi-Governmental Entities with respect to the provision of health insurance for the MPO's employees.
- b. City will transmit payments to the medical insurance provider in the amount billed and paid by the MPO.
- c. City will provide notice to MPO of open enrollment and changes to the covered health insurance.

3. **PAYMENT TERMS.** The MPO shall make the payments on or before the dates specified in the MPO Obligations.

4. **ADMINISTRATION AND DISPUTE RESOLUTION.** To ensure that any problems or issues under this MOU are resolved in a timely manner, each party shall designate a representative to coordinate the execution of and responsibilities encompassed by this MOU. The designated representative shall be the recipient of correspondence and communication relating to issues relevant to this MOU, including any notices required hereunder. In the absence of other written designation, the Director of the City's Human Resources Division and the Executive Director of the MPO shall be the respective designated representatives. Any dispute that may arise between the parties shall be addressed in an expeditious manner. The HR Director and the Executive Director of the MPO shall determine final settlement of any dispute if necessary.

5. **GENERAL AGREEMENT OF PARTIES.** No waiver by either party of any default by the other party shall be effective unless in writing, nor operate as a waiver of any other default or of the same default on a future occasion. In addition to any other remedy at law available to the parties, each party shall have the right to specific performance to enforce the terms of this MOU. Each party shall be

responsible for their own legal costs and attorneys’ fees incurred in enforcing against the other party any covenant, term or condition of this MOU.

- 6. **TERMINATION.** This MOU may be terminated in whole or in part in writing by City for City’s convenience at the end of any plan year; provided that MPO is given (1) not less than ninety(90) calendar days’ written notice of intent to terminate on such date and (2) an opportunity for consultation with City prior to termination. In addition, the City reserves the right to immediately terminate this MOU in the event of any adverse determination of law or any anticipated adverse determination of law pertaining to the services provided by the City to the MPO under this MOU. The MPO recognizes and acknowledges that if the MPO offices are moved outside of Marion County, this Agreement shall immediately be terminated.
- 7. **NOTICES.** Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing to such address as any party hereto may designate at any time in writing in conformity with this subsection.

To City:	To MPO:
Consolidated City of Indianapolis Marion County - Office of Finance and Management – Human Resources Division	Indianapolis Metropolitan Planning Organization
200 East Washington Street, Suite 1541	200 East Washington Street, Suite 2322
Indianapolis, IN 46204	Indianapolis, IN 46204
Attn: Human Resource Director	Attn: Executive Director

- 8. **INDIANA LAW AND JURISDICTION.** This MOU shall be construed in accordance with the laws of the State of Indiana. The parties hereby irrevocably consent to the jurisdiction of the Courts of Marion County of the State of Indiana in connection with any action or proceeding arising out of or relating to this MOU or any documents or instrument delivered with respect to any of the obligations hereunder, and any action related to this MOU shall be brought in such County and in such Court.
- 9. **ENTIRE AGREEMENT.** This MOU contains the entire understanding of the parties with respect to the matters contained herein and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 10. **AMENDMENTS.** The terms and provisions of this MOU shall not be modified, altered or otherwise amended, except pursuant to a writing by the parties.

- 11. **SUCCESSORS AND ASSIGNS.** City and MPO each binds itself and its, successors and assigns to the other party of this MOU and to the, successors and assigns of such other party, in respect to all covenants of this MOU; except as otherwise provided herein, the parties recognize that the MPO will assign, sublet or transfer its interest in this MOU without the written consent of City to its successor entity as of June 1, 2020. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.

- 12. **AUTHORITY TO BIND MPO.** Notwithstanding anything in this MOU to the contrary, the signatory for MPO represents that he/she has been duly authorized to execute agreements on behalf of MPO and has obtained all necessary or applicable approval from any applicable board or commission of MPO to make this Agreement fully binding upon MPO when his/her signature is affixed and accepted by City. In the event additional approvals are needed on or after June 1, 2020, such approval shall be attached hereto as an amendment no later than June 30, 2020. If the City does not receive an executed authorization by June 30, 2020, this Agreement shall terminate and become null and void as of the end of the current plan year.

- 13. **COUNTERPARTS.** This MOU may be executed in counterparts, and each such counterpart shall be an original instrument, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, MPO and the City have executed this Memorandum of Understanding on this ____ day of _____, 2020, and if executed in multiple counterparts, each shall be deemed an original.

“MPO”

Indianapolis Metropolitan Planning Organization

By: _____
Anna M. Gremling, Executive Director

“City”

City of Indianapolis, Marion County,
Office of Finance and Management
Human Resources Division

By: _____
Renee Madison, HR Director

**RESOLUTION ELECTING TO JOIN THE PUBLIC EMPLOYEES' RETIREMENT FUND
AS ADMINISTERED BY THE
INDIANA PUBLIC RETIREMENT SYSTEM**

WHEREAS, the Indianapolis Metropolitan Planning Organization (MPO) is the governing body of Indianapolis Metropolitan Planning Organization, a political subdivision or miscellaneous participating entity in the STATE OF INDIANA; and

WHEREAS, for the purposes of this document and interpretation of statutes governing the Public Employees Retirement Fund ("PERF"), "Plan" refers to the public employees' defined contribution plan under IC 5-10.3-12 ("PERF My Choice: Retirement Savings Plan"). "Fund" refers to the PERF Hybrid defined benefit pension fund ("PERF Hybrid").

WHEREAS, political subdivisions may participate in the PERF My Choice: Retirement Savings Plan and choose whether employees are required to become members of the **Plan**, the **Fund** or may choose membership in either the **Plan** or the **Fund**.

WHEREAS, The governing body is fully cognizant that, if it is resolved that the governing body will place any employees in the **Fund**, the percentage of cost of gross annual payroll of covered employees has been set at 11.2% by the actuary of the Fund, and that the Board of Trustees of the Indiana Public Retirement System directs the actuary to annually review the status of the employees covered and shall adjust the cost percentage accordingly so that the Fund will remain on an actuarially sound basis; and

WHEREAS, The governing body is fully cognizant that, if it is resolved that the governing body will require employees to enter the **Plan** or offer employees a choice between **Fund** and **Plan** membership, the governing body shall submit a resolution with the following information regarding their participation in the **Plan**:

1. Specify the political subdivision's contribution rate to the plan as a percentage of each member's compensation AND pay such contributions as required under IC 5-10.3-12-23; and IC 5-10.3-12-24.5. Such rates must be greater than or equal to zero percent (0%) and may not exceed the percentage that would produce the normal cost for participation in the fund under IC 5-10.2-2-11.
2. Specify the political subdivision's matching rate that is the percentage of each member's additional contributions to the plan that the political subdivision will match. A political subdivision may specify only:
 - (1) Zero percent (0%); or
 - (2) Fifty percent (50%).
3. Specify whether the political subdivision will pay any part of a member's contribution on behalf of the member;
4. Specify whether employees will automatically be enrolled in the **Fund** or the **Plan** if an eligible employee does not make an affirmative election.

WHEREAS, if such governing body participates in **Fund**, such governing body acknowledges its liability and that, pursuant to law, it and its successors in office, must appropriate sufficient funds each year to retire the employees' prior service liability in an orderly manner and also fund the current cost accruing annually.

WHEREAS, if such governing body participates in **Plan**, such governing body acknowledges its liability and that, pursuant to law, it and its successors in office, must appropriate sufficient funds each year to meet all contribution obligations required by law.

WHEREAS, such governing body acknowledges and agrees to make a supplemental contribution to the fund in an amount necessary to pay the employer's share of the fund's actuarial unfunded liability that other employers would otherwise be required to pay because the employer's employees are becoming members of the plan instead of the fund.

WHEREAS, such governing body acknowledges and agrees, when an employee separates from service before the member is fully vested in the employer contribution subaccount, the amount in the employer contribution subaccount is forfeited as of the date the member separates from service and that such forfeited amounts shall be used to reduce the unfunded accrued liability of the fund as determined under IC 5-10.2-2-11(a)(3) and IC 5-10.2-2-11(a)(4). Employers without an unfunded liability, such as employers joining PERF for the first time and offering only Plan membership, such forfeited amounts will be returned to the employer in the form of a credit to the employer contribution subaccount.

WHEREAS, the General Assembly of the State of Indiana has authorized covered employers to pick-up all or part of members' mandatory contributions.

NOW THEREFORE, BE IT ORDAINED by the governing body of the MPO in the State of Indiana:

SECTION ONE: The MPO elects to become a participating political subdivision or miscellaneous participating entity in the Public Employees' Retirement Fund by including classes of employees as stated below in the coverage under Chapter 340 of the Acts of 1945, and all Acts amendatory thereof and supplemental thereto.

SECTION TWO: The MPO elects to offer the following retirement plan(s) under the Public Employees' Retirement Fund:

- PERF Hybrid
- PERF My Choice: Retirement Savings Plan
- Both PERF Hybrid and PERF My Choice: Retirement Savings Plan to **all employees**, allowing the employee to choose in which retirement plan the employee will participate, based upon the employee's previous participation in the **Fund** or the **Plan**.

- PERF My Choice: Retirement Savings Plan, in addition to PERF Hybrid, for which this governing body has already submitted a resolution to join PERF Hybrid.
- PERF Hybrid only to certain classes of employees and PERF My Choice: Retirement Savings Plan to **certain classes of employees** as set forth in an attached document.
- Both PERF Hybrid and PERF My Choice: Retirement Savings Plan to certain classes of employees, as set forth in an attached document, allowing those employees to choose in which retirement plan the employee will participate, based upon the employee's previous participation in the **Fund** or the **Plan**.

If PERF My Choice in any format is selected above; please indicate whether PERF Hybrid retirees will be allowed to participate in PERF My Choice. If one of the checkboxes below is not selected, the default will be that no PERF Hybrid retirees will be allowed to participate in PERF My Choice.

- Yes, PERF Hybrid retirees will be allowed to participate in PERF My Choice
- No, PERF Hybrid retirees will **not** be allowed to participate in PERF My Choice

SECTION THREE: If an employee is eligible to choose membership in either the Fund or the Plan, and that employee fails to make an election within the period set forth in IC 5-10.3-12-20 and 35 IAC 1.3-4-1, said employee will be automatically and irrevocably enrolled in the following plan:

- PERF Hybrid
- PERF My Choice: Retirement Savings Plan

SECTION FOUR: That, effective as of the 1st day of June, 2020, this participating political subdivision or miscellaneous participating entity shall pick up **all or**

100 % of the mandatory contribution for **all or [complete information about affected group; e.g., administrative assistants and IT personnel]** employees who are members of PERF. Said employees shall not be entitled to choose to receive the contributed amounts directly instead of having them paid by the employer to the specified pension fund.

CHOOSE EITHER 4A OR 4B

- 4A. New Money Pick-Up** - That the above contributions, even though designated as employee contributions for state law purposes, are being paid by the employer in addition to regular compensation as a supplemental contribution that is separate and distinct from the employees' current or future compensation, and in lieu of contributions by the employees. Such contributions will not be included in the gross income of the employees for any tax reporting purposes, such as for federal, state or local income tax withholding, or FICA taxes, until distributed either through a pension benefit or a lump sum payment. These contributions are made on a pre-tax basis and are paid by the employer on behalf of the employee.

- 4B. Salary Reduction Pick-Up** - That said contributions, even though designated as employee contributions for state law purposes, are being paid by the employer via a reduction in salary. Such contributions will not be included in the gross income of the employees for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, until distributed either through a pension benefit or a lump sum payment. Such contributions will be included in the gross income of the employees for FICA taxes when they are made. These contributions are made on a pre-tax basis but are paid by the employee through a payroll deduction.

SECTION FIVE: The _____ MPO _____, as a participating political subdivision, offering the Plan, agrees to pay a contribution rate to the Plan as a percentage of each member's compensation in the amount of 3.8 %. This amount may range from 0% to the percentage that would produce the normal cost for participation in the fund under IC 5-10.2-2-11.

SECTION SIX: The _____ MPO _____, as a participating political subdivision, offering the Plan, agrees to pay a matching rate in the amount of:

Fifty Percent (50%)

Zero Percent (0%)

which is the percentage of each member's additional voluntary contributions to the Plan that governing body will match.

SECTION SEVEN: The positions listed on an attached document are declared covered by the Fund, the Plan, or Both as indicated in the attached document.

SECTION EIGHT: It is hereby declared that none of the classifications or positions specified in Section Three are compensated on a fee basis or of an emergency nature, or in a part-time category.

SECTION NINE: The active participation membership of the _____ MPO _____ (Name of Political Sub) shall begin on June 1, 2020.

SECTION TEN: This resolution shall be in full force and effect from date of passage and upon approval of the Board of Trustees of the Indiana Public Retirement System, except that active participating membership shall begin on the date set forth in Section Nine.

RESOLUTION ELECTING TO JOIN THE PUBLIC EMPLOYEES' RETIREMENT FUND

Adopted this 13th day of May, 2020

By:

_____	<u>Executive Director</u>	<u>Anna Gremling</u>
Signature	Title	Printed Name

On Behalf of [Insert name of governing body] Indianapolis Metropolitan Planning Organization

APPENDIX B

Complete if applicable:

Political subdivisions joining PERF and selecting My Choice for their employees, must specify whether or not they want to give years of participation credit for employees' prior years of service with them as an employer. If they do, the employer must provide a list of employees with the employees' prior years of service with them as an employer prior to them joining My Choice.

Prior Service Credit	Employee	Yrs of Service
<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A	
<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
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<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Yes <input type="checkbox"/> No		

Attachment

Indianapolis Metropolitan Planning Organization Public Employees' Retirement Fund (PERF) Coverage by Employee Classification

- MyChoice ASA Only for all employees:
 - With an employment start date after January 1, 2017; and
 - Who would not have otherwise been eligible for PERF Hybrid beginning January 1, 2017.

- PERF Hybrid or MyChoice ASA, a choice between the Fund and the Plan, for employees:
 - With an employment start date after January 1, 2017; and
 - Who were previously employed in a PERF Hybrid eligible position with another agency and were enrolled in PERF Hybrid. The previously employment does not have to be in the last position before the MPO.

- PERF Hybrid:
 - Continued membership for all current employees currently enrolled in PERF Hybrid until termination of employment.

INTERLOCAL AGREEMENT



Between the
Information Services Agency
and
the Indianapolis Metropolitan Planning Organization for
IT Services

Recitals:

This Interlocal Agreement (“Agreement”) is entered into by the Consolidated City of Indianapolis and Marion County, Information Services Agency (“ISA”) on behalf of the Consolidated City of Indianapolis and Marion County (“City”) and the Indianapolis Metropolitan Planning Organization (“Customer”) (collectively, the “Parties” and individually, a “Party”) to provide any number of Information Technology Services (“IT Services”) (as defined below) to Customer. This Agreement shall be effective on June 1, 2020 or such later date as the Indianapolis Metropolitan Planning Organization has separated from the City of Indianapolis. This Agreement represents the entire understanding of the Parties as follows:

WHEREAS, Indiana governmental entities are authorized to contract for the purchase of services between themselves by Interlocal Cooperation Agreement under Ind. Code §§ 36-1-7-2(b) and 36-1-7-12(a);

WHEREAS, the Parties intend to coordinate and formalize the arrangements relative to the implementation, services, costs, and on-going support related to the provision of the IT Services;

WHEREAS, ISA provides and maintains the day-to-day performance of the technology infrastructure of the City of Indianapolis and Marion County; and

WHEREAS, ISA is the primary provider of IT Services for the City, Marion County, courts and all other approved users. Such services include but are not limited to Data Center, Network, Help Desk, and Distributed Computing Services. ISA also manages all facets of telecommunication for the City of Indianapolis and Marion County; and

WHEREAS, Customer desires to obtain the IT Services from ISA;

NOW, THEREFORE, in consideration of those mutual undertakings set forth herein, the sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Definitions

- 1.1 “Change” has the meaning set forth in Section 2.1 of this Agreement.
- 1.2 “Consumed IT Services” means the services ISA is providing to Customer per Customer’s initial order and any subsequent orders, requests, Modification(s), and/or Change(s).
- 1.3 “Customer Data” has the meaning set forth in Section 5.3.2 of this Agreement.
- 1.4 “Customer Works” has the meaning set forth in Section 5.2 of this Agreement.
- 1.5 “Device” means a piece of equipment or a mechanism designed to serve a special purpose or perform a special function (e.g. computer, wireless access point, printer, etc.)
- 1.6 “Designated Person” has the meaning set forth in Section 2.2 of this Agreement.
- 1.7 “Hosted Services” means the hosting and operation of the Service Software and other services for remote electronic access and use by Customer and its Authorized Users as described in the annual Service Catalog.
- 1.8 “Invoice” has the meaning set forth in Section 2.3 of this Agreement.
- 1.9 “ISA Data” has the meaning set forth in Section 5.3.1 of this Agreement.

- 1.10 “ISA Works” has the meaning set forth in Section 5.2 of this Agreement.
- 1.11 “IT Board” means the Information Technology Board as established in in Article II of Section 281 of the Revised Code of the Consolidated City of Indianapolis and Marion County.
- 1.12 “IT Services” means all ISA services listed in the annual Service Catalog, which will be sent to Customer in accordance with Section 2.4 of this Agreement, and any additional products or services requested by Customer that the ISA agrees to in writing to provide to Customer.
- 1.13 “Modification” has the meaning set forth in Section 2.4.3 of this Agreement.
- 1.14 “MPO” means the Metropolitan Planning Organization.
- 1.15 “New IT Services” has the meaning set forth in Section 2.1.2 of this Agreement.
- 1.16 “Returned IT Services” has the meaning set forth in Section 2.1.1 of this Agreement.
- 1.17 “Service Catalog” includes both the 1) Service Catalog: Pricing, and 2) Service Catalog: Definitions.
- 1.18 “Service Software” means the ISA software application or applications and any third-party or other software, that ISA provides to Customer, if Customer desires any remote access as part of this Agreement.
- 1.19 “Start Date” has the meaning set forth in Section 2.1.2 of this Agreement.

Section 2. The Parties Responsibilities

- 2.1 Attached hereto as Attachment A are the applicable rates provided within the Service Catalog. Prior to sending out an Invoice, ISA will view Customer’s usage of IT Services and the invoice will reflect the quantities based on Customer’s usage. ISA will continue charging these quantities until ISA receives notice from a Customer’s Designated Person that Customer would like to add additional IT Services or increase, remove or reduce Consumed IT Services (any addition of IT Services or increase, removal or reduction of Consumed IT Services shall be considered a “Change”) as discussed in this Section 2, or until this Agreement is terminated in accordance with Section 3 of this Agreement. After any Change, ISA shall continue providing to Customer in the quantities selected in Attachment A plus and/or minus any quantities selected due to a Change, at the applicable rates provided within each year’s Service Catalog, until this Agreement is terminated in accordance with Section 3 of this Agreement.
- 2.1.1 If Customer desires to remove or reduce any or all Consumed IT Services (“Returned IT Services”), Designated Person shall provide at least 30 days’ notice to ISA (at isa.billing@indy.gov) for any Returned IT Services. Any Returned IT Services shall remain available to Customer until the first day of the month that is at least 30 days after notice is delivered to ISA. ISA shall not prorate any Returned IT Services and Customer shall remain liable for payment of any Returned IT Services, unless Customer has given all Returned IT Services within 2 weeks of the termination date , subject to Section 3.5.1 of this Agreement.
- 2.1.2 If Customer desires to add any IT Services or increase any Consumed IT Services (a “New IT Services”), a Designated Person shall notify ISA (at

isa.billing@indy.gov) of New IT Services, as well as the date upon which Customer wants the New IT Services to begin (a “Start Date”). ISA shall use its best efforts to provide the New IT Services by the Start Date, but if ISA cannot, ISA shall provide those New IT Services within a reasonable time thereafter. Customer shall be responsible for payment of any New IT Services upon receiving the New IT Services. Customer shall be responsible for the payment of the whole month for any New IT Services, regardless of when the New IT Services were received by Customer during a given month (no proration).

2.2 If Customer has never filled out an Authorized Approver Form (“Form”) with ISA prior to executing this Agreement, Customer shall first fill out a Form (Attached hereto as Attachment B), which will delegate authority to person(s) within Customer’s agency to make any Change to Consumed IT Services (each such person a “Designated Person”).

2.2.1 If Customer has previously filled out a Form with ISA, ISA will use the most current authorize approval form on file.

2.2.2 Customer may designate multiple Designated Persons by filling out multiple Forms. Each and any Designated Person shall remain a Designated Person until Customer notifies ISA such Designated Person shall be removed.

2.3 ISA shall provide Customer with an Invoice for the Consumed IT Services provided pursuant to this Agreement, which will be sent quarterly, but the frequency of such invoices may change during this Agreement (“Invoice”). The Invoice shall include an itemization of the Consumed IT Services provided by ISA since the last Invoice, or the date of execution if Customer’s first Invoice, and the total amount owed to ISA by Customer for the Consumed IT Services. Customer shall pay ISA the total amount for Consumed IT Services, as listed on each Invoice, within 30 days after receiving the Invoice.

2.4 By July 31st of each year, ISA shall send (email acceptable) to Customer a Service Catalog containing IT Services, and the corresponding rates.

2.4.1 The rates shown in the Service Catalog will take effect January 1 of the following year (Ex. Customer receives Service Catalog by July 31, 2020. The rates shown in that Service Catalog will be effective from January 1, 2021 through December 31, 2021).

2.4.2 The rates for June 1, 2020 through December 31, 2020 shall be those shown in Attachment A.

2.4.3 ISA reserves the right to add, remove, increase and/or decrease any service, basis of units, and/or monthly rate within any Service Catalog (a “Modification”) at any time, however, any increase in cost outside of the delivery of a new Service Catalog by July 31 of any year gives Customer the right to terminate within 30 days of receipt of notice of the increase. ISA shall provide at least 30days’ written notice of any such Modification.

- 2.5 To ensure that problems and issues under this Agreement are resolved in a timely manner, each Party shall designate a representative to coordinate the execution of and responsibilities encompassed by this Agreement. This representative shall be the recipient of correspondence and communication relating to issues relevant to understandings, issues or processes encompassed by this Agreement. Any change in such representative must be made in writing with notice to the other party.
- 2.6 Customer shall not, and shall not permit any third party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, translate, create derivative works or attempt to derive the source code of any IT Services; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available any IT Services, in whole or in part, to any third party, including on a timesharing, software-as-a-service or other similar basis; (iii) use any IT Services for any unlawful purpose; (iv) use any IT Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights; (v) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the IT Services; (vi) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the IT Services; (vii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the IT Services; (viii) interfere with or disrupt the integrity or performance of the IT Services or the data contained therein; (ix) access any IT Services in order to build a competitive product or service, copy any features, functions or graphics of any Service or monitor the availability and/or functionality of any IT Services for any benchmarking or competitive purposes; (x) store, manipulate, analyze, reformat, print, and display the IT Services for personal use; and (xi) upload or insert code, scripts, batch files or any other form of scripting or coding into the IT Services. Customer and ISA, insofar as authorized by law, binds itself and its successors, and ISA binds its successors, executors, administrators, and assigns, to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Pursuant to 23 CFR 450.310 and re-designation by the Governor of the State of Indiana, the Indianapolis Metropolitan Planning Organization, the Customer herein, will separate from the City of Indianapolis, Department of Metropolitan Development effective June 1, 2020. Beginning June 1, 2020, the City of Indianapolis will no longer process or pay any invoices for services rendered after June 1, 2020 pursuant to this agreement and the terms, conditions, and obligations of this agreement will inure to the benefit of and be fully binding upon the successor MPO entity. On or before May 1, 2020, the MPO will provide an updated mailing address for invoices and other correspondence. Except as above set forth, neither the Planning Agency nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without consent of the other.
- 2.7 ISA shall not be responsible or liable for any Customer training on any IT Services, unless stated otherwise.

2.8 Customer shall be responsible for any and all costs associated with using, consuming, downloading, installing, transferring, etc. anything in excess of Consumed IT Services.

2.9 If Customer orders any Hosted Services as part of its Consumed IT Services under this Agreement, Attachment C, attached hereto, shall also apply to Customer.

2.10 Updates and Patches.

2.10.1 For all Devices provided by ISA to Customer, Customer shall ensure that all Devices are connected to the ISA network via a virtual private network, and stay connected for at least eight contiguous hours once per month.

2.10.2 For all Devices connected to the ISA network but not provided by ISA to Customer (e.g. bring your own devices), ISA will be responsible for ensuring that all such Devices have antivirus/antimalware software running at all times (unless turned off by Customer) and that software is updated at least every 30 days with the latest definition files, and that all appropriate security and critical patches are applied within 30 days of being released. Customer must notify ISA of such devices within 30 days of the original purchase for ISA to be held to the responsibilities in this Section 2.10.2. ISA will not be responsible for costs associated with antivirus/antimalware and patching that effects non-ISA applications.

2.11 Customer shall abide by all policies approved by the IT Board. A list of the current policies approved by the IT Board is attached hereto as Attachment D, and incorporated into this Agreement. The IT Board may remove or modify current policies and/or may approve additional policies from time to time, and the ISA shall notify Customer of such removals or modifications within 30 days. All removals, modifications, and approvals of policies shall also be automatically incorporated into this Agreement, however, such removal or modification may not impact the agreed services of ISA. Upon request by Customer, ISA shall provide Customer with all the then current policies.

2.12 In the event ISA determines that it is necessary to interrupt the IT Services or that there is a potential for IT Services to be interrupted for the performance of system maintenance, ISA will use good-faith efforts to notify Customer at least 24 hours prior to the performance of such maintenance and will use best efforts to schedule such maintenance during non-peak hours (midnight to 6 a.m. Local Time) or weekends.

Section 3. Term, Renewal, and Termination of Agreement

3.1 The Consumed IT Services provided under this Agreement shall commence on June 1, 2020 (“Execution Date”) and continue in full force and effect for one (1) year, unless otherwise terminated in accordance with the terms of this Agreement.

3.2 This Agreement shall automatically renew for successive one (1) year terms, unless notice of non-renewal is sent to ISA at least 60 days prior to the end of the then-current term (April 2) or unless otherwise amended in writing or terminated in accordance with this Agreement.

- 3.3 Either Party may terminate this Agreement if one Party deems that the other Party has materially breached this Agreement, and after receiving a written notice describing the circumstances of the default, the breaching Party fails to correct the material breach within sixty (60) calendar days.
- 3.4 Notwithstanding Subsection 3.3, if Customer fails to pay any Invoice within 30 days after receiving, ISA may, upon thirty (30) days written notice, suspend any or all Consumed IT Services and/or terminate this Agreement.
- 3.5 This Agreement may be terminated in whole or in part in writing by either Party for either Party's convenience; provided that the non-terminating Party is given not less than 60 days' written notice.
- 3.5.1 If Customer terminates during any contract term for convenience, in whole or in part, or Customer Returned IT Services, and if any portion of the Consumed IT Services that was being terminated or Returned IT Services was provided by a third party, then Customer shall continue to remain liable to ISA for payment of those services for as long as ISA through the end of the then-current term, if ISA cannot immediately terminate those services with the third party vendor(s).
- 3.5.2 Upon receipt of a termination for default or for convenience, both Parties shall discontinue all services affected on the date described in the notice, and all City assets provided to Customer as part of such Consumed IT Services (including hardware and software) shall be returned to ISA within 60 days after termination. In the event Consumed IT Services are not returned to ISA within such timeframe, ISA shall send an Invoice to Customer at the previously utilized rates and Customer shall remain liable for such payments, until all Consumed IT Services provided pursuant to this Agreement are returned to ISA.

Section 4. Notices

- 4.1 All notices under this Agreement shall be in writing and delivered by any manner unless otherwise required in this Agreement.
- 4.2 Notices to ISA shall be given to the following individual at the stated address:

Information Services Agency
 200 E. Washington St., Suite 1942
 Indianapolis, IN 46204
 Attn: CFO
 isa.billing@indy.gov

- 4.3 Notices to Customer shall be given to the following individual at the stated address:

Metropolitan Planning Organization

200 E. Washington Street, Suite 2322
Indianapolis, IN 46204
Attn: Executive Director

Section 5. General Provisions

- 5.1 Other Matters Not Affected. All other matters not affected by this Agreement and previously agreed to and set forth in prior agreements between ISA and the Customer shall remain in full force and effect.
- 5.2 Copyright Ownership. “ISA Works” means works of authorship fixed in any tangible medium of expression by ISA or its officers, employees, agents or subcontractors, either solely or jointly with Customer or any third party, in the course of performance under this Agreement that relate to the IT Services, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof. “Customer Works” means works of authorship fixed in any tangible medium of expression by Customer or its officers, employees, agents or subcontractors, either solely or jointly with ISA or any third party, in the course of performance under this Agreement that relate to the IT Services, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.2.1 All ISA Works shall, to the extent permitted by law, be deemed to be the exclusive property of ISA. In any event, Customer hereby assigns to ISA any and all right, title, and interest in and to any ISA Works, including, without limitation, any and all intellectual property rights. At ISA’s request, Customer will execute all documents reasonably required to confirm or perfect ownership of such ISA Works and any corresponding copyright rights in and to such ISA Works in ISA. Without the prior written consent of ISA, Customer shall not use, copy or prepare derivative works of the ISA Works, or any parts of them, other than as related to the performance of this Agreement. ISA shall have free and unlimited access to the ISA Works at all times and, upon demand, shall have the right to claim and take possession of the ISA Works and all copies. If any ISA Work is found to be owned by an individual or entity other than ISA, ISA shall have a full, worldwide, perpetual, royalty-free and paid-up license to such Work for any and all purposes. All Customer Works shall, to the extent permitted by law, be deemed to be the exclusive property of Customer. In any event, ISA hereby assigns to Customer any and all right, title, and interest in and to any Customer Works, including, without limitation, any and all intellectual property rights. At Customer’s request, ISA will execute all documents reasonably required to confirm or perfect ownership of such Customer Works and any corresponding copyright rights in and to such Customer Works in Customer. Without the prior written consent of Customer, ISA

shall not use, copy or prepare derivative works of the Customer Works, or any parts of them, other than as related to the performance of this Agreement. Customer shall have free and unlimited access to the Customer Works at all times and, upon demand, shall have the right to claim and take possession of the Customer Works and all copies. If any Customer Work is found to be owned by an individual or entity other than Customer, Customer shall have a full, worldwide, perpetual, royalty-free and paid-up license to such Customer Work for any and all purposes. In the event any works are both ISA Works and Customer Works, the parties will agree in good faith as to ownership and license rights taking into account the primary use, the intended user and purpose of the work.

- 5.2.2 Each party shall retain all rights in and to all works of authorship fixed in a tangible medium of expression which were made, created or acquired by the party prior to the effective date of this Agreement (“Pre-Existing Work”). To the extent that any Pre-Existing Work of a party is used or provided to the other party in the course of performance under this Agreement, the other party shall have a full, worldwide, perpetual, royalty-free and paid-up license to such Pre-Existing Work solely for the purpose of performing or receiving the IT Services.

5.3 Data Ownership and Use

- 5.3.1 “ISA Data” is defined as all data that is owned, licensed, leased or developed by or on behalf of ISA or any agency or department of Consolidated City of Indianapolis/Marion County excluding Customer, including any such data that is uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available to any data files, tables, objects or other storage medium developed or maintained by or on behalf of ISA, including related data that results from hygiene, cleaning, and database build services performed by or on behalf of ISA. All output, copies, reproductions, improvements, modifications, adaptations, translations and other derivative works of, based on, derived from or otherwise using any ISA Data are themselves considered to be ISA Data.
- 5.3.2 “Customer Data” means all information created by or for, or in any way originating with, or from, or transferred or provided by any third party (excluding ISA’s third parties) to Customer, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with or from the Customer, in the course of this Agreement. Without limiting the foregoing, Customer Data expressly includes all data transferred to Customer from MPO.
- 5.3.3 ISA shall be the exclusive and sole owner of any and all ISA Data and shall retain all rights, title and interest (including all intellectual property and proprietary rights) to ISA Data. Customer shall be the exclusive and sole owner of any and all Customer Data and shall retain all rights, title and interest (including all intellectual property and proprietary rights) to

Customer Data. Customer grants to ISA a limited, royalty-free, fully-paid up, non-exclusive license to use and/or access Customer Data in accordance with this Agreement. At ISA's request, Customer will execute all documents reasonably required to confirm or perfect ownership in ISA Data and any corresponding copyright rights in and to such ISA Data in ISA. Without the prior written consent of ISA, Customer shall not use, copy or prepare ISA Data, or any parts of them, other than as necessary for Customer's operations. ISA shall have free and unlimited access to the ISA Data at all times and, upon demand, shall have the right to claim and take possession of the ISA Data and all copies.

- 5.3.4 Within 30 days upon the expiration of each one-year term of this Agreement, or if this Agreement is terminated by either Party, within 30 days upon the termination, Customer shall return all ISA Data to ISA at no cost to ISA. Customer shall destroy all ISA Data in their possession within 30 days after returning ISA Data to ISA. The Customer shall produce a certification of destruction of ISA Data and ISA has the right to perform an audit to verify the destruction of ISA Data.
 - 5.3.5 ISA Data and Customer Data that is accessed, saved on, or is in any way moving through the ISA network is subject to Indiana Access to Public Records under Indiana Code 5-14-3. If a public records request is made under Indiana Code 5-14-3, Customer would be responsible for reviewing and releasing the data in accordance with the law.
 - 5.3.6 If Customer requests any Customer Data within thirty (30) days of expiration of this Agreement or upon the termination of this Agreement, ISA shall deliver to Customer its data, in machine readable format, on DVD or CD, at Customer's option. ISA shall be responsible for the cost of the media on which Customer's data is delivered to Customer. If Customer wants the data to be delivered in a medium other than DVD or CD, ISA shall make reasonable and good faith efforts to accommodate Customer, provided that Customer supplies the medium on which the data is to be provided and shall pay for any additional cost incurred by ISA in accommodating this request.
- 5.4 Disputes. Any and all disputes that may arise between any of the parties shall be handled in a reasonable and respectful manner. The complaining Party shall reduce to writing its complaint. The Parties shall within five (5) business days meet to discuss a joint resolution of the complaint. Should the Parties fail to reach an agreement within forty-eight (48) hours from the conclusion of their initial meeting, then either Party shall be entitled, in its discretion, to refer to mandatory arbitration (in accordance with the following provisions) the issues pertaining to the underlying complaint. The place of such arbitration shall be in Indianapolis, Indiana, and the arbitration shall be conducted under the auspices of the American Arbitration Association ("AAA"). Except as otherwise expressly provided below, the rules of the AAA (the "Rules") shall govern all proceedings; provided, that in the case of a conflict between the Rules and any provision of this Agreement, the provision of this Agreement shall govern. The relevant Party may initiate that arbitration by making a

written demand for arbitration on the other relevant Party and simultaneously filing a copy of that demand, together with the required fees, with the AAA. The demand shall contain those provisions required by the Rules of the AAA, and shall also request the AAA to designate and appoint one (1) person to serve as the arbitrator, who shall act as the sole arbitrator to resolve the matter. The Parties agree that the sole matter to be resolved in the arbitration shall be the relevant complaint described above. The Parties shall be bound by the decision of the arbitrator, and shall accept his or her decision as the final determination of the complaint for the relevant period under this Agreement. The prevailing Party shall be entitled to enter a judgment in any court upon any arbitration award made. The arbitrator may (but shall not be obligated to) allocate the costs and expenses of the arbitration, including , disbursements, arbitration expenses, arbitrators' fees and the administrative fee of the AAA, to one or both of the Parties in the arbitrator's sole discretion. Each party shall be responsible for their own attorney's fees. The dispute resolution procedure set forth in this subparagraph shall be the sole procedure by which any disputes between the Parties shall be resolved.

- 5.5 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster , strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds thirty (30) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, immediately terminate this Agreement.
- 5.6 Applicable laws. This Agreement shall be construed in accordance with the laws of the State of Indiana and all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis and Marion County.
- 5.7 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.8 Authority to Bind. Notwithstanding anything in this Agreement to the contrary, the signatories to this Agreement represent that they have been duly authorized to execute agreements on behalf of the designated party, and have obtained all necessary or applicable approvals to make this Agreement fully binding.
- 5.9 Survival. The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Sections 2.3, 3.5, 5.2, 5.3, 5.10, 5.11, 5.12 .

5.10 Reserved.

5.11 No Liability. IN NO EVENT SHALL ISA HAVE ANY LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, LOSS OF DATA RESULTING FROM DELAYS OR SERVICE INTERRUPTIONS HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT EITHER CUSTOMER OR ISA HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.12 No Warranty. ISA MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE IT SERVICES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

5.13 Waiver. Neither Party's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of that Party's rights or remedies.

5.14 Electronic Signature. This Agreement may be executed in any number of counterparts, each of which when executed and delivered (email sufficient) shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. A signature may be delivered by facsimile transmission or by email of a ".pdf" format data file. Such signature shall create a valid and binding obligation on the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

5.15 Any interpretation applied to this Agreement, by the Parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against ISA or Customer solely by virtue of ISA or Customer or ISA's or Customer's representatives having drafted all or any portion of this Agreement.

5.16 This Agreement, including all exhibits, attachments and addenda, constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between ISA and Customer. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by ISA or Customer which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both ISA and Customer.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

**Consolidated City of Indianapolis and Marion County
Information Services Agency (ISA):**

**Indianapolis Metropolitan Planning
Organization
(Customer):**

By: _____
Elliott Patrick, Interim Chief Information
Officer

By: Anna M Gremling

Printed: Anna Gremling

Date: _____

Title: Executive Director

Date: May 1, 2020

**{ } Approved for Execution:
{ } Approved as to Availability of Funding:**

By: _____
Ken Clark, City Controller

Date: _____

Approved as to Form and Legality:

By: _____
Gary Ricks, Assistant Corporation Counsel

Date: _____

Attachment A

Information Services Agency
 200 E. Washington Street, Suite 1942
 Indianapolis, IN 46204



Email Inquiries: ISA.Billing@indy.gov

Metropolitan Planning Organization

Line of Service	Service	Basis of Units	2020 Monthly Rate
TOTAL	IT and Telecom Chargeback Budget		
Client Device Services	Standard Desktop	monthly per device	\$44.50
	Standard Laptop	monthly per device	\$51.75
	Vehicle Laptop with Touch	monthly per device	
	IMPD Laptop	monthly per device	\$55.70
	Non-Standard Dell Device	monthly per device	
	Networked Device	monthly per device	\$29.50
	Non-networked Device	monthly per device	\$2.75
	Networked Peripheral	monthly per device	\$21.25
Application Services	Enterprise-wide Applications		
	Office 365 - Standard	monthly per account	\$27.00
	Office 365 - Limited	monthly per account	\$7.50
	PeopleSoft-HCM	monthly per headcount	\$23.00
	PeopleSoft-Finance	monthly per headcount	\$23.00
	GIS Data Maintenance	monthly per headcount	\$15.00
	Web Content Management (Indy.gov)	monthly per agency	\$2,000.00
	Transaction-based Services		
	Marketing Automation Platform	monthly per license	\$310.00
	Enterprise Document Capture (Kofax)	per scanned page	\$0.06
	Multi-agency/department Applications		
	Property System (PVDnet)	monthly per agency	\$12,750.00
	Work Management System (Infor Public Sector)	per share of usage	\$110.00
	Permits, Licensing & Land Management (Accela)	per share of usage	\$600.00
	Enterprise Document Management (FileNet)	monthly per user	\$40.00
	iNovah	monthly per instance	\$2,800.00
	Single Agency/Department Applications		
	Single Agency/Department Applications	monthly per application	Variable
	Software Subscriptions		
	Adobe Acrobat Professional	monthly per license	\$6.94
	Adobe After Effects	monthly per license	\$14.06
	Adobe Flash Professional	monthly per license	\$14.06
	Adobe Illustrator	monthly per license	\$14.06
	Adobe InDesign	monthly per license	\$14.06
	Adobe Photoshop	monthly per license	\$14.06
	Adobe Premiere Professional	monthly per license	\$14.06
	Adobe Design and Web Premium	monthly per license	\$38.19
	Adobe Production Premium	monthly per license	\$32.55
	Adobe Creative Cloud Enterprise	monthly per license	\$53.28
	Adobe Lightroom	monthly per license	\$6.57
	Adobe Captivate	monthly per license	\$27.34
	Adobe Presenter	monthly per license	\$14.06
AutoDesk AutoCAD Civil 3D	monthly per license	\$83.39	
AutoDesk AutoCAD Map 3D	monthly per license	\$63.86	
AutoDesk Infrastructure Design Suite	monthly per license	\$85.42	
AutoDesk Revit LT	monthly per license	\$18.30	
Microsoft Power BI	monthly per license	\$7.44	
Microsoft Project Standard	monthly per license	\$8.80	
Microsoft Project Professional	monthly per license	\$14.61	
Microsoft Visio Standard	monthly per license	\$3.89	
Microsoft Visio Professional	monthly per license	\$7.51	
Storage Services	Home Drive (H:)	monthly per GB	\$0.21
	Shared Drive (S:)	monthly per GB	\$0.21
	Unstructured Data Storage	monthly per GB	\$0.12
	Unstructured Data Protection	monthly per GB	\$0.09
Network Services	Network Access	monthly per account	\$28.00
	CCB Network Hardware	monthly per device	Variable

Information Services Agency200 E. Washington Street, Suite 1942
Indianapolis, IN 46204Email Inquiries: ISA.Billing@indy.gov**Metropolitan Planning Organization**

Line of Service	Service	Basis of Units	2020 Monthly Rate
TOTAL	IT and Telecom Chargeback Budget		
	Off-site Network Hardware	monthly per location/ monthly per device for shared locations	
	Off-site Circuits	monthly per circuit/ monthly per device for shared locations	Variable
	Remote Access	monthly per account	\$2.50
IT Chargeback Subtotal			
	Technology Improvement Plan (10% of IT Chargeback Subtotal)		
IT Chargeback Total			
Communication Services	Phone line (327 prefix)	monthly per line	\$18.50
	Outside Phone Line	monthly per line	\$63.25
	Conference Bridge	monthly per line	\$13.75
	Voicemail	monthly per account	\$2.00
	Other Telephone Fees	per charge	
	Call Center Reporting Services	monthly per agency	\$125.00
	Interactive Voice Response (IVR) Applications	monthly per channel	\$1,065.00
	Fax-to-Email	monthly per account	\$60.00
Telecom Chargeback Total			

This form grants or removes authorized access for a user. An authorized approver has the ability to enact the following on behalf of his or her agency or department:

- To file security requests, including the ability to add, change, or delete user accounts.
- To request resources, including hardware.
- To request a Project Manager for a project.
- To request agency or department-specific data.

Please choose "Add an Authorized Approver" or "Remove an Authorized Approver" by checking the appropriate box below. Please select only one option per form, then fill out the necessary information for your chosen option. Once the form is complete, print it out and have the employee and a current authorized approver for your agency or department sign. Please scan and return the final, signed form to the ISA Service Desk by email to RequestIT@indy.gov or through the ISA Service Desk Portal.

Add an Authorized Approver

Name of Agency or Department:

Name of Employee:

Signature of Employee:

<input type="checkbox"/>	

Remove an Authorized Approver

Name of Agency or Department:

Name of Employee:

Signature of Employee:

<input type="checkbox"/>	

If there are no current authorized approvers in your agency or department to sign below, an ISA authorized approver must sign to add or remove the employee.

Authorized Approver – Printed

Authorized Approver – Signature

Authorized Approver – Email

Date

Attachment C

1. Additional definitions:

1.1 “Authorized Users” means all Persons authorized by Customer to access and use the Hosted Services through Customer’s account under this Agreement.

1.2 “Available” means the Hosted Services are available and operable for access and use by Customer and its Authorized Users over the Internet.

1.3 “Availability” has the same meaning as Available.

1.4 “Breach” has the meaning set forth in Section 5, of Attachment C.

1.5 “Customer Data” means any and all electronic data or information submitted by Customer to the Hosted Services.

1.6 “Criminal Justice Information” means all of the Federal Bureau of Investigation Criminal Justice Information Services provided data necessary for law enforcement and civil agencies to perform their missions including, but not limited to biometric, identity history, biographic, property, and case/incident history data.

1.7 “Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

1.8 “Personal Information” means (1) an individual’s (A) first name and last name; or (B) first initial and last name; and (2) at least one of the following data elements: (A) Social Security number, (B) Driver’s license number or identification card number, or (C) Account number, credit card number, debit card number, security code, access code, or password of an individual’s financial account. The term does not include the following: (1) The last four (4) digits of an individual's Social Security number; or (2) Publicly available information that is lawfully made available to the public from records of a federal agency or local agency.

1.9 “Process” means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit,

submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. “Processing” and “Processed” have correlative meanings.

1.10 “Protected Health Information” (“PHI”) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.11 “ISA Materials” means all devices, documents, data, know-how, methods, processes, configuration files, software and other inventions, works, technologies and materials, including any and all Service Software, documentation, computer hardware, programs, reports and specifications, client software and deliverables that are proprietary to ISA and provided or used by ISA in connection with performing the Hosted Services.

2. License Grant and Restrictions

2.1 License Grant. ISA hereby grants to Customer, exercisable by and through their Authorized Users, a non-exclusive, non-sublicensable, royalty-free, irrevocable (except as provided herein) right and license throughout the world to:

(a) access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services, for Customer’s respective business purposes, including for Processing Customer Data;

(b) generate, print, copy, upload, download, execute, store and otherwise Process all GUI, visual, digital and other output, displays and other content as may result from any access to or use of the Services;

(c) perform, display, execute, reproduce and modify and distribute and otherwise make available to Authorized Users, any ISA Materials solely to the extent necessary to access or use the Hosted Services in accordance with the terms and conditions of this Agreement.

2.2 License Restrictions. Customer shall not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make any Hosted Services or ISA Materials available to any third party, except as expressly permitted by this Agreement; or (b) use or authorize the use of the Hosted Services or documentation in any manner or for any purpose that is unlawful under applicable law. Customer and ISA, insofar as authorized by law, binds itself and its successors, and ISA binds its successors, executors, administrators, and assigns, to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Pursuant to 23 CFR 450.310 and re-designation by the Governor of the State of Indiana, the Indianapolis Metropolitan Planning Organization, the Customer herein, will separate from the City of Indianapolis, Department of Metropolitan Development effective June 1, 2020. Beginning June 1, 2020, the City of Indianapolis will no longer process or pay any invoices for services rendered after June 1, 2020 pursuant to this agreement and the terms, conditions, and obligations of this agreement will inure to the benefit of and be fully binding upon the successor MPO entity. On or before May 1, 2020, the MPO will provide an updated mailing address for invoices and other correspondence. Except as above set forth, neither the Planning Agency nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without consent of the other.

3. Ownership

3.1 Ownership of Customer Data. Customer may, but is not required to, provide Customer Data to ISA in connection with this Agreement. As between Customer and ISA, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all intellectual property rights relating thereto, subject only to the limited license granted in Section 3.2 of this Attachment C.

3.2 Limited License to Use Customer Data. Subject to the terms and conditions of this Agreement and all applicable laws, rules, regulations and ordinances, including, without limitation, confidentiality and privacy requirements for records and data, Customer hereby grants ISA a limited, royalty-free, fully-paid up, non-exclusive, non-transferable and non-sublicensable license to display, distribute, transmit and process the Customer Data solely to the extent necessary for the ISA to perform its obligations under this Agreement; however, any distribution or transmission of Customer Data outside of ISA and the City is prohibited unless otherwise required by law.

3.3 Ownership of ISA Materials. As between Customer and ISA, ISA is and will remain the sole and exclusive owner of all right, title and interest in and to the ISA Materials, including all intellectual property rights relating thereto, subject only to the license granted to Customer in Section 2.1(c) of this Attachment.

3.4 No Implied Rights. Except for the limited license expressly provided (a) in this Section 3, nothing contained in this Agreement shall be construed as granting ISA or any third party any right, title, or interest in or to any Customer Data or (b) in Section 3, nothing contained in this Agreement shall be construed as granting Customer or any third party any right, title, or interest in or to any ISA Materials, in each case whether by implication, estoppel or otherwise.

3.5 Availability. The Hosted Services are provided AS-IS and ISA makes no representation or warranties as to the Availability of the Hosted Services. ISA shall not issue any credits for when the Hosted Services are not Available.

3.6 Personal Information, Protected Health Information, Family Education Rights and Privacy information, and Criminal Justice Information. Customer shall not submit, upload, post, transfer, store or transmit any Personal Information, Protected Health Information, and information protected under the Family Education Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”), or Criminal Justice Information to the Hosted Services or on any ISA server as part of this Agreement. In the event Personal Information, Protected Health Information, FERPA information, or Criminal Justice Information is submitted, uploaded, posted, transferred, stored or transmitted by Customer to the Hosted Services on any ISA server or ISA third party cloud service provider, and that Personal Information, Protected Health Information, Criminal Justice Information was or is reasonably believed to have been acquired by an unauthorized person (a “Breach”) Customer shall: 1) be responsible for providing all notices as required by (i) every state’s data breach laws, and (ii) every applicable federal law, 2) Customer shall be responsible for any and all legal costs associated with a Breach, including attorney’s fees, 3) Customer shall be responsible for any and all costs associated with determining the extent of a Breach including reimbursing ISA any costs it incurs as a result of a Breach, to the extent a Breach occurred on any server which contained Customer’s Data and 4) indemnify, defend and hold harmless the City of Indianapolis, Marion County and their respective officers, agents, officials and employees for any and all direct losses or damages that arise directly from third party claims, actions, causes of action, judgments and liens to the extent they arise out of any Breach of Customer’s Personal Information, Protected Health Information, FERPA information, and/or Criminal Justice Information, whether or not the Breach was caused in part by the negligence of ISA. Such indemnity shall include attorney’s fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. ISA shall not be responsible for any costs associated with a Breach, regardless of fault. CUSTOMER KNOWINGLY AND VOLUNTARILY ASSUMES ALL RISKS ASSOCIATED WITH SUBMITTING, UPLOADING, POSTING, TRANSFERRING, STORING OR TRANSMITTING ANY PERSONAL INFORMATION, PROTECTED

HEALTH INFORMATION, FERPA INFORMATION AND/OR CRIMINAL JUSTICE INFORMATION.

Attachment D
Policies and Procedures

Authorized Approver Policy

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Exceptions	3
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Authorized Approver Policy

Purpose

It is in the best interest of all City/County agencies and departments, and all other entities within the ISA scope of services that all IT transactions and service requests are handled in a secure and accountable manner. This is especially true of requests for IT resources that could incur a cost, modifications of access to agency/department applications or data, or other requests that could be sensitive in nature. It is the policy of the Information Services Agency (ISA) for an authorized approver to submit a Security Request to initiate the previously mentioned services.

A Security Request is any request made to ISA by an agency/department to create, modify or delete a user account, group resource, file, system or device so as to materially (financial, legal or audit requirements) alter an individual's ability to access City/County electronic data, services, assets or applications within the domain of ISA's responsibility or ability to support. Security requests must be submitted by an authorized approver in writing or by electronic systems and methods identified in the authorized approver process.

The authorized approver is one who, within a specific agency or department, has authorization to submit Security Requests, thus accepting decision making responsibility for the data integrity and financial solvency of his or her agency/department. In adherence to this policy, it is necessary that each agency formally designate, in writing, all authorized approvers.

Scope

This policy covers all City/County personnel and all organizations that fall within ISA's scope of services that would request technology resources.

Policy

General

- Authorized approvers can make decisions that impact their agency/department's finances or data security; therefore they should be personnel who accept decision making responsibility for the data integrity and financial solvency of his or her agency/department.
- An authorized approver can only submit Security Requests on behalf of the agency/department they represent to include any and all divisions or subdivisions with the agency/department
- Each agency/department should have a minimum of two authorized approvers.
- It is the responsibility of the agency/department to maintain the Authorized Approver List with current personnel, eligible to make decisions on behalf of the agency/department. Should an authorized approver leave the agency/department for any reason, a current authorized approver should submit the Authorized Approver Form to remove that user.
- It is the responsibility of ISA personnel to confirm all Security Requests are submitted by a current and valid authorized approver on the Authorized Approver List.

Authorized Approver List Modifications

- Modifications to a new or existing authorized approver for an agency/department must be made through the completion of an authorized approver Form, submitted to the Service Desk through email or the Service Desk Portal. *For more information on the process of modifying the Authorized Approver List, please contact your Business Services Consultant.*
- Modifications to an authorized approver must be done with approval from a current authorized approver or the agency/department Head.
- If an agency/department Head must be added to or removed from the Authorized Approver List, their form should be signed by a current authorized approver in his or her agency/department, or a member of the ISA Executive Management Team.
- If there is no current authorized approver on the Authorized Approver List at the time a modification needs to be made, the ISA Executive Management Team can sign the Authorized Approver Form to complete the transaction.

Security Request Submissions

An authorized approver must submit a Security Request through the Request IT Portal or via email for their agency/department. The following request types are examples of those that require authorized approval:

- Request, modify or delete a network account for an employee or resource.
- Modifying a user account to include a name change, access to a specific application, or updating remote desktop access.
- Transferring an employee from one agency/department to another (see Account Transfer Process).
- Requesting new equipment, software, or any other product or activity that results in a financial impact on the requestor's agency/department.
- Creating a confidential data request, such as access to an employee's email account or H: drive.
- Adding or deleting a user or group from a shared network drive.
- Adding or deleting a user or group from a SharePoint or Indy.gov site, also to include the users permission levels (i.e. contributor, editor, read only)

Exceptions

ISA Management has the authority to allow exceptions in rare and compelling cases. Customers should seek exceptions through their Business Services Consultant.

Disclaimer

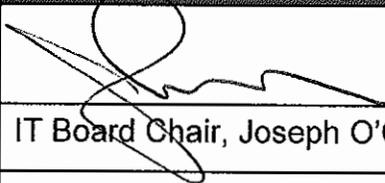
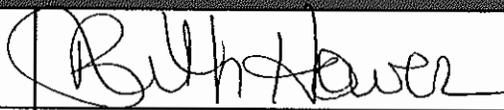
This policy is subject to change without notice. A current and complete list of ISA policies are maintained on the ISA Intranet site at http://gateway.indy.gov/sites/ISA/AboutISA/policies_procedures/Pages/default.aspx

Policy Approval

Per Indianapolis Marion County Municipal Code Sec. 281-212.11, *the City of Indianapolis/Marion County IT Board has the power and authority to promulgate rules and regulations for the efficient administration of its policies and procedures for users.*

This policy has been reviewed and approved by the IT Board, and will be enforced as of the effective date by the Chief Information Officer. It is the responsibility of all City/County IT users to be in compliance with this policy at all times.

Policy Sign-off

	
IT Board Chair, Joseph O'Connor	Chief Information Officer, Beth Howen
Date 12-2-2015	Date 11/24/15

Password Policy

Overview

In order to protect the security and integrity of the network, data, and computer systems in the City/County environment, all users must adhere to the password policy and requirements defined below.

Scope

This policy covers all users with a City/County network accounts, be they full time or seasonal employees, contractors, and any other user given a network account to access the City/County network.

Policy

Users will be required to update their password every 90 days, and will be prompted to update their password 15 days prior to expiration. Each password must meet the following minimum requirements when changed or created:

- Passwords must be at least 8 characters long and contain characters from three of the following five categories.
 - Uppercase characters (A through Z)
 - Lowercase characters (a through z)
 - Numerical characters (0 through 9)
 - Non-alphanumeric characters (symbols): ~!@#\$\$%^&* _+=`|\(){}[];'"<>.,?/
 - Any Unicode character that is categorized as an alphabetic character but is not uppercase or lowercase. This includes Unicode characters from Asian languages.

- Passwords cannot contain the user's account name, their full name or portions of their full name. For example, John Doe has a user name of JDoe, his password cannot contain "JDoe", "JohnDoe", "John" or "Doe".

- Users cannot use any of their previous 24 passwords.

Note: Users must be connected to the City County network in order to change their password. However, the ISA Service Desk can change a password on behalf of a user.

Users are allowed 5 invalid log-in attempts before being locked out. After 5 such attempts, the account will be locked for 15 minutes before another log-in attempt can be made.

If you have any questions regarding this policy, contact your Information Services Agency (ISA) Business Services Consultant.

Disclaimer

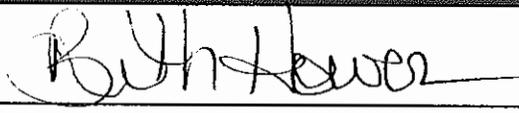
This policy is subject to change without notice. A current and complete list of ISA policies are maintained on the ISA Intranet site at http://gateway.indy.gov/sites/ISA/AboutISA/policies_procedures/Pages/default.aspx

Policy Approval

Per Indianapolis Marion County Municipal Code Sec. 281-212.11, *the City of Indianapolis/Marion County IT Board has the power and authority to promulgate rules and regulations for the efficient administration of its policies and procedures for users.*

This policy has been reviewed and approved by the IT Board, and will be enforced as of the effective date by the Chief Information Officer. It is the responsibility of all City/County IT users to be in compliance with this policy at all times.

Policy Sign-off

	
IT Board Chair, Joseph O'Connor	Chief Information Officer, Beth Howen
Date 12-2-2015	Date 11/24/15

Skype for Business Policy

Skype for Business Overview

Microsoft's Skype for Business may be used enterprise wide as an informal and internal communication tool. Skype for Business is based on the familiar Skype instant message experience that allows for users to easily find and connect with co-workers. It is built into Microsoft Office Productivity Suite, so features like presence and instant messaging are an integrated part of the Office experience.

Policy

- Skype for Business' allows City/County users to locate and identify the presence of another City/County user, and send instant messages.
- Skype for Business is intended for professional communication only. Conversations are stored indefinitely, and may be accessed in the conversation history folder. Additionally, message history can be requested by the general public or a supervisor, just as with email due to the Freedom of Information Act.
- While this application is titled "Skype for Business", this is not "Skype" as used on a personal device. Audio and video calling, sharing documents, screen sharing, white boarding, as well as other additional functions are not available at this time. This application is being used for presence and instant messaging capabilities exclusively.
- Each agency, department, or entity within ISA's scope of services should develop their own policy on the use of Skype for Business's picture and status options.

Disclaimer

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Policy Approval

Per Indianapolis Marion County Municipal Code Sec. 281-212.11, the City of Indianapolis/Marion County IT Board has the power and authority to promulgate rules and regulations for the efficient administration of its policies and procedures for users.

This policy has been reviewed and approved by the IT Board, and will be enforced as of the effective date by the Chief Information Officer. It is the responsibility of all City/County IT users to be in compliance with this policy at all times.

Policy Sign-off

	
IT Board Chair, Joseph O'Connor	Chief Information Officer, Beth Howen
Date 12-2-2015	Date 11/24/15

Local Administrator Rights Policy

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Local Administrator Rights Policy

Purpose

It is the policy of the Information Services Agency to restrict user local administrator rights on all City/County tagged end user devices and servers. This limits a user's ability to install software and modify some system settings. These tasks are restricted by default since they can have a profound impact on the stability and usability of a computer and security of the City/County network.

The ISA policy on local administrator rights is intended to support the goal of ensuring the highest level of stability and usability for users and computers. Local administrator rights are typically reserved for staff of the Information Services Agency (ISA) who are responsible for providing administrator services such as system maintenance and end user support. However, some circumstances may require local administrator rights to be issued for users not affiliated with ISA.

Scope

This policy applies to all City/County end user devices and servers.

Policy

Local Administrator Access

By default, all City/County personnel are not given any level of local administrator rights. This helps to ensure the highest level of stability for City/County devices and infrastructure. ISA strongly recommends and encourages individuals to utilize the ISA Service Desk to install all software or make any other necessary changes on end user devices and servers. However, exceptions may be granted to people that require local administrator-level access to perform a specific job related task. Requests for these exceptions must be submitted using the **Local Administrator Rights Form** for formal approval by the ISA Chief Information Officer.

Local administrator access allows the user to have complete and unrestricted access to the computer. This includes the ability to change the configuration of operating system-level settings, install hardware or software, edit the registry, manage the default access accounts and change file level permissions.

Local administrators may not, under any circumstances grant other users local administrator rights. Using your administrator rights for purposes other than stated business justifications may cause serious stability issues for the City/County enterprise, and if abused, will result in the cancellation of administrator access.

Responsibilities for Users with Local Administrator Rights

If a user should be granted local administrator rights, they are responsible for the following:

- The user must follow all guidelines covered under the ISA Acceptable Use Policy.
- All administrator user accounts shall be unique, tied to an individual, and may not be shared.
- The user must refrain from installing applications or internet downloads not compatible with the workstation's operating system. Installation of these applications may damage files and expose the City/County network to virus attacks and data theft.

-
- Individuals must not install applications that may result in an increase in bandwidth utilization. This prevents network congestion and degradation of performance across the City/County enterprise.
 - Users must notify ISA when installing personally-owned, licensed applications and must transfer ownership of that license to the City/County for ISA to maintain software licensing compliance.
 - Users that install applications purchased with their agency or department specific funds may be asked to provide proof of the purchased license.
 - Users must refrain from downloading or installing applications that are illegal or not licensed for City/County use.
 - Individuals must refrain from altering or removing any standard software that was originally installed by ISA. This specifically includes logging mechanisms, which must be in place such that all administrator actions are tracked and associated with a specific individual.
 - Users are responsible for routinely updating software installed through their local administrator privileges. Users must report any system failures and/or compromises in security to ISA.
 - Periodically, data and business owners must attest to the privileges held by individuals and certify that these privileges are appropriate and necessary.

Information Technology Services Terms of Support

ISA will continue to provide operating system patches, patches for ISA-supported applications, and antivirus updates through the system-wide client management platform to all City/County workstations. Users must not block or in any manner disable and/or revise any services on the workstation that may prevent these and other routine maintenance procedures.

ISA will not be able to restore configurations customized by the user. In the event of a computer failure, ISA will restore the original base image on the computer. All documents that are synchronized to the network drives will be restored, if possible.

Loss or Denial of Local Administrator Rights

If a user abuses his or her local administrator access, ISA will revoke this access immediately and will restore the original base image on the computer. Abuse is defined as, but not limited to:

- Downloading software that is malicious to the City/County network;
- Downloading unlicensed/illegal software;
- Downloading copyrighted material without permission;
- Not adhering to ISA policies and procedures
- Use of administrator rights to create administrator access for others or accounts used to circumvent network policies

Violation of this policy or repeated support problems will result in revocation of local administrator rights and/or escalation to the user's management. At any time, ISA reserves the right to revoke local administrator rights if this access leads to abuse or causes problems within the City/County technology environment.

Applying for Local Administrator Rights

If a City/County employee or vendor would like to apply for local administrator rights, they must follow these steps:

1. Complete the Local Administrator Rights Request Form
2. Obtain signature by agency or department head.
3. Submit the form to the ISA Service Desk by emailing to RequestIT@indy.gov.
Allow 7-14 business days for review.
4. Receive approval from the ISA Chief Information Officer.

Local administrator access shall be granted on a least privilege basis. That is, individuals should be granted local administrator privileges only to systems where they are required and authorized by the business or data owner. All access changes involving administrator-level privileges shall be approved by the ISA Chief Information Officer.

In emergency situations, ISA Leadership has the authority to grant temporary local administrator rights. A justification for emergency use must be made and approved by ISA Leadership. Any local administrator rights granted in an emergency situation are temporary and will be removed when appropriate.

Disclaimer

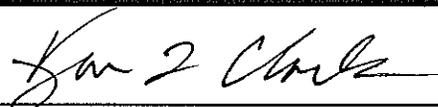
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Policy Sign-off

	
IT Board Chair, Joseph O'Connor	Interim Chief Information Officer, Ken Clark
Date 3-29-16	Date 3/29/16

Information Services Agency IT Policies: Data Ownership Policy



Data Ownership

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Data Ownership Policy

Purpose

Data governance and ownership is essential for maintaining data privacy, security, and integrity. In the City/County enterprise, data ownership will reside with the agency or department in which it originated, unless otherwise noted. Each agency and department should establish their own data ownership policy to detail the use, maintenance and protection of all data resources.

With the exception of network operations and data backup, Information Services Agency (ISA) personnel and infrastructure vendors should not be the designated owners of any agency or department's data. ISA, in the role of data custodian, will never provide an agency or department's data in response to an internal or public records request without the agency or department's approval, unless required by law. Additionally, as custodian of data, ISA will make data available for restore per the Backup Policy.

Scope

The scope of this policy covers all data that currently resides in a City/County-owned workstation application, database, storage device or server.

Policy

Data Ownership

All data resources should have a designated owner responsible for data governance over its effective use and protection. In the City/County enterprise, the default data owner, unless otherwise specified, is the agency or department head. Information owners must establish specific policies identifying the roles, business functions, processes, systems and applications that may have access to each data resource.

Under no circumstance is ISA considered the owner of any data that originated in a different agency or department. ISA understands their role as custodian of the information. Access, use, or release of agency or department data, by ISA, shall only occur with the relevant agency or department's approval, or as required by law.

Data Classification and Control

Data classification is the process of organizing data into categories for effective and efficient use, promoting data stewardship. Data owners, along with employees who regularly interact with the data, should assess and classify the business critical nature of the data, severity and likelihood of risks, and costs associated with restoring data in the event of a disaster.

All users of the data are responsible for handling it according to its assigned category. It is the responsibility of data owners to ensure any City/County employee using their data resource(s) are made aware of, and held accountable for, its protection and preservation.

Public Disclosure of Data

The City/County falls under the jurisdiction of the State of Indiana Access to Public Records Act (APRA) IC 5-14-3. Information may only be released to the general public, regardless of its categorization, through established procedures approved and authorized by the agency or department owning the information or the Office of Corporation Counsel.

The ISA Chief Information Officer (CIO), or a designee, shall coordinate with the Corporation Counsel, or a designee, before responding to any public records request. The Corporation Counsel, or a designee, will confirm authorization and engage the ISA CIO to properly respond to the request.

Employees, consultants or contractors placing data on the City/County network should recognize that data is now owned by the agency or department for which they are doing business. The data is subject to any regulations under APRA.

Unauthorized access or disclosure of data by ISA or the infrastructure vendor will result in prompt disciplinary action, up to and including termination from employment, criminal prosecution where the act constitutes a violation of law, and an action for breach of contract where applicable.

Internal Requests for Access to Data

There are instances when a supervisor or designee will request access to his or her employee's computer, email or H: drive data. This information can only be released to the supervisor with the written permission by an authorized approver in the corresponding agency or department (see Authorized Approver Policy). Coverage includes access to emails, databases, files and other information hosted or maintained by ISA. Engaged ISA staff shall keep the matter strictly confidential, so the identities of individuals are protected.

Personal and Confidential Information Protection

Personal Information, as defined in IC 4-1-11-3

Sec. 3.

(a) As used in this chapter, "personal information" means:

(1) an individual's:

(A) first name and last name; or

(B) first initial and last name; and

(2) at least one (1) of the following data elements:

(A) Social Security number.

(B) Driver's license number or identification card number.

(C) Account number, credit card number, debit card number, security code, access code, or password of an individual's financial account.

(b) The term does not include the following:

(1) The last four (4) digits of an individual's Social Security number.

(2) Publicly available information that is lawfully made available to the public from records of a federal agency or local agency.

Collection and Protection of Personal Information

Personal information, as defined by IC 4-1-11-3, should not be disclosed unless required by law. Personal information will be redacted from all public records requests.

Personal and confidential information shall be collected only where required by law and only used for purposes of the original intent. Information systems containing personal and confidential information shall be closely restricted in their access. Agencies and departments with systems containing personal and confidential information shall establish rules for managing and protecting it. Information systems shall incorporate protective measures that appropriately manage access, restrict its transport, discourage leakage, and ensure suitable and confidential destruction.

In the event personal and confidential information is compromised, all applicable laws shall be followed. Law enforcement shall be engaged as appropriate.

Exceptions

ISA Management has the authority to allow exceptions in rare and compelling cases. City/County agencies and departments should seek exceptions through their ISA Business Services Consultant.

Disclaimer

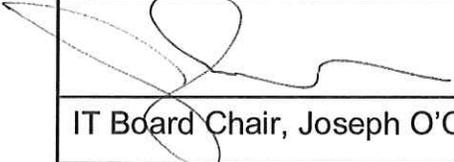
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Policy Sign-off

	
IT Board Chair, Joseph O'Connor	Chief Information Officer, Ken Clark
Date 11-29-2016	Date 11/29/16



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Web Filtering Policy

Purpose

The purpose of this policy is to outline the standards implemented by the Information Services Agency (ISA) to secure the internet use of City/County employees. City/County internet use is governed through category filtering rules and the division of users into three groups of internet access-levels. Users may find exceptions to access-levels, categories, or sites within blocked categories, in circumstances with an approved business justification.

All City/County employee internet use history is available to the public via public records request at any time¹. It may be requested by any citizen or an employee supervisor. Restricting inappropriate and insecure internet usage promotes adherence to the Acceptable Use Policy and is essential to guaranteeing the stability of an end-user device and the security of the City/County network.

Scope

This policy applies to all City/County employees, contractors, vendors and agents with a City/County-owned or personally-owned computer or workstation connected to the City/County network.

Policy

Web Filtering

A web filter is an application/utility that can screen an incoming web page to determine whether it should be displayed to the user. The filter checks the origin or content of a web page against a set of rules. These rules can be modified and tailored to fit the requirements of an organization based on business needs and security practices.

Web filters block incoming traffic from unsafe zones, particularly those with malicious intent. They are also implemented to block safe, yet inappropriate, web site usage. By filtering against internet categories, web sites that are inappropriate for business use can be made inaccessible for users. Once configured by the network administrator, a web filter only allows traffic designated as safe and appropriate.

Filtering by Category

It is the policy of ISA to filter and block specific internet categories that pose a security risk to the City/County network and/or are deemed inappropriate for a business environment. This ensures that City/County users access the internet in a safe and responsible manner. ISA Leadership shall periodically review and recommend changes to web and protocol filtering rules, when necessary. Changes to web and protocol filtering rules do not require IT Board approval.

Internet Category Rules

A list of blocked categories will be maintained and regularly reviewed by ISA. The categories of websites blocked for all users can be found as an appendix to this policy.

¹ Unless deemed confidential or otherwise non-disclosable by local ordinance, state statute or court rule.



Internet Access Groups

City/County users are currently divided in three access groups: **Low**, **Medium**, and **High**. Users are placed in the medium group by default. Placement in an alternative group requires a request from an authorized approver in the user's agency or department. In order to protect the City/County network, no users are granted unrestricted access. Internet categories that put the City/County network at risk will be inaccessible, regardless of user access level.

Low-Access Group

Users in the "low" access group have minimal access to the internet and typically do not require the internet to perform essential job functions. Users are only placed in this group when requested by an authorized approver in their agency or department.

Medium-Access Group

Users are placed in the "medium" access group by default. The "medium" access group is intended to provide adequate and appropriate access to the internet in order to perform essential job functions. The majority of City/County users are in this group.

High-Access Group

Users in the "high" group have less restricted access to the internet because their essential job functions require it. Users are only placed in this group when requested by an authorized approver in their agency or department. These requests must include an approved business justification.

Exceptions

Web Filtering Requests

If a site is blocked, users may request the site be made available by submitting a request. When a user reaches an inaccessible website, a notification will appear, informing the user that the site is blocked. To submit a request, the user must select the "Request Access" button found on this notification. The user will then be asked to provide the business-related need for accessing the site. Once submitted, ISA leadership will review the request. If the site poses no security risk to the City/County environment and the business justification is valid, the site will be unblocked.

Internet Access Group Requests

If a user requires an alternative level of internet access in order to perform their essential job functions, a security request may be made by an authorized approver in their agency or department using the ISA Service Desk portal. Requests for high-access group privileges require a written business justification regarding the business need.



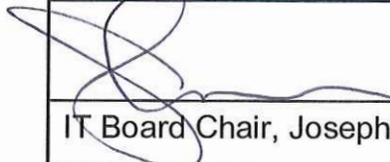
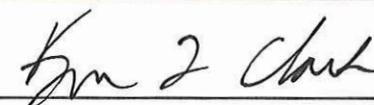
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Policy Sign-off

	
IT Board Chair, Joseph O'Connor	Chief Information Officer, Ken Clark
Date 7-26-2016	Date 7/26/16



Appendix: Internet Category Rules

The following is a list of internet categories and current access levels:

- Adult/Sexually Explicit Material
 - Permitted to High-Access Users
 - Chat and Instant Messaging
 - Productivity Instant Messaging: Denied to All Users
 - Facebook chat: Permitted to some High-Access Users
 - Internet Communication Web Chat: Denied to All Users
 - Gambling
 - Permitted to High-Access Users
 - Hacking
 - Permitted to Some High-Access Users
 - Drugs
 - Permitted to Some High-Access Users
 - Internet Radio, TV, Telephony
 - Permitted to Some High-Access Users
 - Parked Domains
 - Denied to All Users
 - Peer to Peer File Sharing
 - Permitted to Some High-Access Users
 - Personals and Dating
 - Permitted to High-Access Users
 - Society and Lifestyles Blogs and Personal Sites
 - Permitted to High-Access Users
 - Security, Phishing and Other Frauds
 - Denied to All Users
 - Spyware
 - Denied to All Users
 - Violence & Intolerance
 - Permitted to Some High-Access Users
-

Information Services Agency IT Policies: IT Governance





IT Governance

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IT Governance Policy

Purpose

Information Technology (IT) Governance is a group of processes and operational policies that guide an organization to achieve its mission, vision and strategic goals. Making sure that the use of IT in an enterprise is effective and efficient for its users is paramount to creating a transparent and accountable organization. Even more important is allowing each agency or department that utilizes IT services to have a voice in the process of identifying, procuring and overseeing IT improvements across the enterprise.

The Information Services Agency (ISA) along with the IT Board have been the foundational oversight in IT Governance for the City/County, but are currently only accomplishing a piece of overall IT Governance. The following document will outline how, per the Revised Code of the Consolidated City of Indianapolis and Marion County (Revised Code), the creation of an IT Team should be established to act as a conduit of information and recommendations from all IT stakeholders within the City/County to the IT Board for formal review and consideration.

Scope

The scope of this policy covers all City/County agencies and departments that are major consumers of services and resources provided by the Information Services Agency.

Policy

Governance

Article II, Section 281-212 of the revised code outlines the powers and duties for the Information Technology Board. Among these various duties is the ability “to define at least five (5) functional classifications for representation of the various subject agencies on the IT Team.” Revised code also defines in Article II, Section 281-234 how the IT Team should be created and what functions the IT Team can provide the IT Board as it relates to policy recommendations and other enterprise needs.

Information Technology Functional Classifications

The IT functional classifications, hereby referred to as the **IT Functional Groups** have been identified through the process of evaluating the stakeholders, services and systems that each agency or department function within. The five IT Functional Groups proposed are:

- Administration & Finance
- Property & Land Management
- Constituent Services
- Public Safety
- Justice

A break out of agencies and departments that align within each IT Functional Group can be found in the Appendix. Some agencies and departments with multiple divisions may have representation in multiple IT Functional Groups, depending on the activities performed and technology used by their staff.



It is recommended that the IT Functional Groups, at minimum, meet monthly to share ideas on the best use of information technology resources. These discussions may be focused on, but not limited to:

- opportunities and barriers within their organizations as it relates to technology,
- sharing ideas and visions for their agencies or departments where collaboration and shared use of similar IT systems can allow for cost-savings and operational efficiencies,
- discussing data governance and creating, defining and maintaining a data dictionary,
- reviewing and providing feedback on enterprise-wide technology policies and standards,
- identifying enterprise-wide projects and ranking them against criteria that aligns with the IT Strategic Plan, and
- promoting the expanded use of technology within the enterprise to modernize processes, not just for constituents, but City/County staff and operations.

ISA encourages each functional group to meet as often as they see fit, outside of the monthly minimum; especially if the membership is working collaboratively on a project, special initiative, or cross-agency system implementation.

Information Technology Team

The Information Technology Team, hereby defined as the **Information Technology Advisory Committee (ITAC)**, shall be made up of at least seven (7) members as defined in Article II, Section 281-234 of the revised code. One (1) person shall be the chief information officer who shall be the team leader. One (1) person for each functional classification defined by the board under section 281-212(4) shall be selected by various agencies included in the functional classification. One (1) person shall be the manager of the agency or nongovernmental entity which is the primary IT provider.

In addition to other functions so delegated by the IT Board, the main functions that are performed by the ITAC, as defined in the revised code are:

1. Assist in the development and revision of technology standards, board guidelines and benchmark processes;
2. Support the policies, procedures and direction established by the IT Board;
3. Provide IT strategy direction and communication forums for subject agencies and other users;
4. Review IT budgets annually;
5. Establish, monitor and support administration of contracts and service level agreements; and
6. Coordinate assistance for the review of major IT projects and IT opportunities for subject agencies and other users.

It is recommended, that the ITAC meet, at a minimum, quarterly. This allows a few months of IT Functional Group meetings to take place to help generate recommendations, provide feedback or draft/review policies that can be delivered to ITAC and discussed. The ITAC would then provide any recommendations or actions taken to the IT Board at its next scheduled meeting.

The ITAC membership can decide on its own to meet more frequently if the IT Board has any special directives, initiatives or polices that need immediate feedback and review. As defined in the revised code, "a quorum of the IT Team (ITAC) shall be a majority of the members. A



decision on any matter coming before the IT Team (ITAC) shall be made by a simple majority vote of the members present.”

Management and Operations of the IT Functional Groups and ITAC

The IT Functional Groups, and their member agencies and departments, will work to select a Chair and Co-Chair to serve as leaders of each functional group. The chairs, ideally, would be familiar with information technology, the systems being used by their agency, and can help facilitate a productive cross-collaborative discussion among member agencies and departments. The chairs will serve a one-year term to help promote a rotation of leadership and knowledge from member agencies within the functional group.

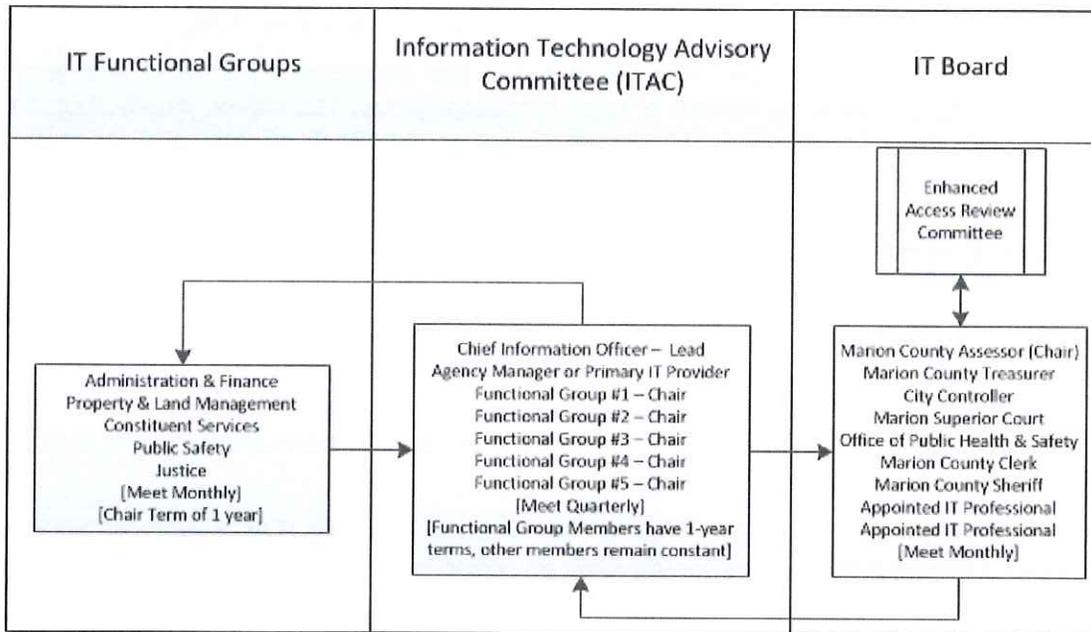
The ISA Business Services team will not actively lead the monthly IT Functional Group meeting. However, they will be in attendance to aid in discussion and will provide topics, ideas and concerns provided to them by their agencies and departments to the functional group chairs as items to be added to a formal agenda. Meeting discussions and decisions made will be documented and be made available for functional group member agencies to review in case members are unable to attend a meeting.

The overall structure and flow of the meetings will be decided by the ITAC members, but ISA will propose a format and structure for approval on how best to operationalize the IT Governance Policy. Standard items to be included on the agenda as an objective of each functional group meeting will be to discuss and review existing projects ongoing within the functional group membership, review new and existing policies and procedures provided by ITAC or the IT Board, and address any concerns or opportunities for improvements that may have been suggested to ISA Business Service Consultants during routine, daily interaction with agencies and departments.

The chairs of the IT Functional Groups will then participate as formal representatives at the quarterly ITAC meetings to carry-forward suggested changes and recommendations in policies, procedures and the procurement of new goods and services. The ITAC will discuss and act upon any topics provided to the ITAC from the IT Board or that were presented from the monthly discussions of the IT Functional Groups. Below is simple flow showing how all three entities would interact and provide information, helping complete the overall process of IT Governance, and ensuring that each agency and department has a voice in enterprise-wide IT decision making.



IT Governance Workflow





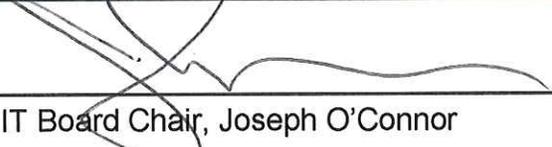
Exceptions

ISA Management has the authority to allow exceptions in rare and compelling cases. City/County agencies and departments should seek exceptions through their ISA Business Services Consultant or Functional Group Chairs for consideration and approval of deviations from this policy.

Disclaimer

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Policy Sign-off	
	
IT Board Chair, Joseph O'Connor	Chief Information Officer, Ken Clark
Date 6/27/17	Date 6/27/17



Appendix: IT Functional Group Membership

Administration & Finance

- Marion County Auditor
- Marion County Treasurer
- Office of Audit & Performance (OAP)
- Office of Corporation Counsel (OCC)
- Office of Finance & Management (OFM) - Controllers Office
- Office of Finance & Management (OFM) - Human Resources
- Office of Finance & Management (OFM) - Purchasing
- Information Services Agency (ISA)
- Indianapolis Bond Bank

Constituent Services

- Mayor's Office
- Mayor's Action Center (MAC)
- City County Council (CCC)
- Department of Parks & Recreation (DPR)
- Department of Business & Neighborhood Services (DBNS) - Permits, Licensing
- Department of Public Works (DPW) – Operations, including Solid Waste
- Office of Minority & Women Business Development (OMWBD)
- Marion County Clerk – Election Board
- Marion County Voter Registration
- Telecom & Video Services Agency (TV16)

Justice

- Indianapolis Metropolitan Police Department (IMPD)
- Marion County Sheriff's Office (MCSO) – Jail Division
- Marion County Community Corrections (MCCC)
- Marion County Public Defender Agency
- Marion County Prosecutor
- Marion County Clerk
- Circuit Court
- Marion Superior Court
- Indianapolis-Marion County Forensic Services Agency (I-MCFSA)
- Marion County Coroner



Property & Land Management

- Department of Metropolitan Development (DMD)
- Department of Business & Neighborhood Services (DBNS) - Property & Land Use
- Department of Public Works (DPW) - Policy & Planning, Fleet, Engineering
- Marion County Assessor
- Marion County Auditor – Real Estate
- Marion County Surveyor
- Marion County Treasurer-Records Department
- Marion County Recorder
- Metropolitan Planning Organization
- Indianapolis/Marion County Building Authority

Public Safety

- Indianapolis Metropolitan Police Department (IMPD)
- Marion County Sheriff's Office (MCSO)
- Indianapolis Fire Department (IFD)
- Office of Public Health & Safety (OPHS)
- Marion County Prosecutor

Information Services Agency IT Policies: Hardware Management Policy





Hardware Management Policy

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Hardware Management Policy

Purpose

Information Services Agency (ISA) manages the lifecycle and replacement of City/County hardware, which is important to maintain a secure and efficient technology environment. Hardware includes the laptop or PC sitting on a user's desk, servers and storage, and routers, switches, and wireless access points in-between.

Replacing hardware strategically with pre-defined equipment refresh intervals and appropriate warranties in place creates a predictable technology equipment budget, while potentially avoiding costly ongoing maintenance. Allowing equipment to operate beyond support-life poses a security risk to the City/County network and increases the possibility of outages and reduced functionality. By utilizing a consistent replacement schedule, ISA maximizes the return on investment of taxpayer dollars while providing reliable, current technology for agencies and departments to serve the city of Indianapolis and Marion County.

ISA will implement best practices regarding the status of network hardware to ensure accurate knowledge of equipment lifecycles. All maintenance and refresh will be conducted by ISA in tandem with infrastructure and external vendors. Implementing and adhering to standard asset management practices guarantees the targeted refresh rates stated in this policy are met and contributed to a reliable, secure City/County network.

In the event a device or hardware malfunctions, ISA has the appropriate warranties in place to provide assurance the problem will be addressed and remedied in a timely manner. This allows the City/County enterprise to undergo minimal disruption and maintain business as usual. It also safeguards against any unplanned, costly repairs and their impact to City/County budgets.

On an annual basis, ISA will provide the Information Technology Board with a report detailing the age and health of all City/County leased and owned hardware covered under this policy, ensuring refresh program transparency and accountability.

Scope

This policy applies to all computers leased and owned by ISA, or other computers procured by customers and added to the PC Refresh Program; all ISA owned and leased network equipment utilized in the City/County environment, including all wireless access points, routers and switches; and all ISA and City/County fully managed servers and storage in the City/County environment.

Joining the Refresh Program

City/County agencies and departments have the ability to add computers, network, servers or storage equipment to the ISA refresh program. For hardware refresh requests totaling more than \$5,000, ISA will need to know the agency or department's intent to join the program as much as one year in advance (depending on budget process and timing) in order to properly budget for additional devices. It is the discretion of ISA leadership as to when that agency or department will be able to join the refresh program based on equipment availability and timing related to the annual budgeting process.

All devices within the City/County environment will be refreshed on a schedule that maintains efficiency and security of the device and the City/County network. The applicable refresh schedules are detailed in the following sections.



Chargeback

The associated costs of devices and hardware in the refresh program are annualized and spread across the lease term of the device. These costs are charged back to agencies and departments at a monthly rate. As an agency or department adds or removes devices from the refresh program, it will be reflected in real time on their monthly chargeback. Devices not on the refresh program, but managed by ISA, will receive a reduced rate not including lease and warranty coverage.

As stated in the previous section, in order to properly budget for additional devices, ISA will need to know the agency or department's intent to join the program as much as one year in advance. It is the discretion of ISA leadership as to when that agency or department will be able to join the refresh program based on equipment availability and timing related to the annual budgeting process.

Personal Computer (PC) Refresh

It is the policy of ISA that computers are eligible for refresh when their expired lease date is reached. When eligible, replacement will be scheduled around the expired lease date. In some circumstances, computers may be refreshed prior to the expired lease date. All refresh devices will be replaced with the ISA standard image. Additionally, the device will come with the standard agency or department image, which has been agreed upon by that agency or department.

ISA will work with agencies and departments throughout the process and will not replace a device until it is able to perform all functions required by the user. There is a cost associated with not refreshing an expired device. Applicable charges will be discussed at that time and may vary based on the situation. If an agency or department does not move forward with a scheduled refresh, sign-off will be required from an authorized approver. Additional information regarding authorized approvers can be found in the Authorized Approver Policy.

PC Refresh Schedule

Devices will be refreshed on the following schedule:

Equipment Type	Targeted Refresh Rate
Enterprise Desktops	Four Years
Enterprise Laptops	Three Years

Monitor Refresh

When a leased desktop is eligible for refresh, the accompanying monitor will be replaced if it does not meet current monitor standards. If a user is operating with a monitor of the current standard size, only the desktop hardware will be refreshed.

If a user receives a new monitor through the refresh process, the previously used, undersized monitor can be kept, upon request, to use in tandem with the refreshed monitor. Keeping the original monitor incurs no cost to the user's agency or department. Once the older monitor becomes dysfunctional, ISA will pick up and recycle, but not replace.



Incompatible PC Software and Hardware

Any computer with incompatible software that is eligible for refresh will require a remediation plan. A remediation plan may include purchase of new software or hardware that serves the needed business function and is compatible with the standards set forth in the ISA Third Party Hardware and Software Policy. ISA Business Services Consultants will work with the agency or department to create a remediation plan, within 60 days after refresh is delayed. The plan will be reviewed with the user and will require user sign-off before moving forward.

If proposed remediation plan is not satisfactory to the user, the plan will be escalated to the Business Services Manager and agency/department head to determine an acceptable solution to both parties. If agreement on how to proceed with the necessary device refresh cannot be met, ISA will need to refresh the device, or the device can be bought out of the refresh program. If the device poses a security risk to the City/County IT environment, ISA may be required to remove the device from the network.

Network Refresh

It is the policy of ISA that all network equipment will be refreshed by a schedule based upon either an end-of-support date, end-of-life date or when deemed non-functional by ISA.

Network Hardware Refresh Schedule

Network equipment will be refreshed on the following schedule:

Equipment Type	Targeted Refresh Rate
Wireless Access Point	5 years
Network Routers	7 years
Network Switches	7 Years
Firewall	5 years
Network Load Balancer	5 years

External locations

City/County locations outside the City County Building and supported by ISA may differ in their needs for ongoing network equipment replacement. Implementation of new equipment may require down-time for a location, including lack of network connectivity. ISA Business Services Consultants will coordinate with affected agency/department leadership, participating ISA staff and external vendors (when applicable) to organize an appropriate schedule for equipment replacement.

Server and Storage Refresh

It is the policy of ISA all servers and storage equipment will be refreshed by a schedule based upon an end-of-support date, end-of-life date or when deemed non-functional by ISA. As described below, ISA offers two management levels for servers housed in a City/County data center and one standard enterprise storage solution.

- **Fully Managed Server** – ISA provides the server operating system (OS) management, OS patching, monitoring, anti-virus and backup.



- **Self-Managed Server** – The server is housed in the City/County data center, but does not receive any ISA support or management.
- **Storage Solution** – The enterprise wide storage solution is comprised of three parts – structured storage (i.e. databases), unstructured storage (i.e. file shares) and backup storage.

Server and Storage Refresh Schedule

For servers, ISA will only refresh fully managed servers. Fully managed server and enterprise storage equipment will be refreshed on the schedule below.

Equipment Type	Targeted Refresh Rate
Fully Managed Server	5 years
Storage Solution	5 years

Server and Storage Hardware Lifecycle Management

ISA implements best practices regarding the status of servers and storage within the City/County infrastructure to ensure accurate knowledge of equipment lifecycles. All maintenance and refresh will be conducted by ISA in tandem with infrastructure vendors. Implementing and adhering to standard asset management practices guarantees the targeted refresh rates stated in this policy are met and ensures a reliable, secure City/County technology environment.

Agency/Department-Owned Hardware

Many City/County agencies and departments require third-party applications to perform essential business processes. Some of these applications demand specific server or storage requirements, which agencies and departments may choose to purchase with their own budgets to function as a part of City/County infrastructure. An ISA Business Services Consultants will work with City/County agencies and departments to determine what is appropriate and compatible for our infrastructure.

Hardware Warranty Policy

It is the policy of ISA all City/County leased and owned desktops, laptops, network, server and storage equipment are covered under either a manufacturer's warranty or third-party vendor's warranty in order to quickly remedy any hardware defects or malfunctions. ISA encourages a minimum warranty of one year less the shelf-life of the appliance. In general, maintenance and support coverage for hardware can be taken to mean "warranty" under this policy. The following section covers warranty protections for all types of hardware covered in this policy.

PC Hardware Warranty

Definitions

- **Standard warranty** – A written guarantee that comes with City/County-owned laptops and desktops, by which the manufacturer promises coverage of the cost of repair resulting from a manufacturer's defect.
- **Full coverage warranty** – An additional guarantee that may need to be purchased to cover damages resulting from abuse or neglect not currently covered under the standard warranty.



Policy Approval

Per Indianapolis Marion County Municipal Code Sec. 281-212.11, *the City of Indianapolis/Marion County IT Board has the power and authority to promulgate rules and regulations for the efficient administration of its policies and procedures for users.*

This policy has been reviewed and approved by the IT Board, and will be enforced as of the effective date by the Chief Information Officer. It is the responsibility of all City/County IT users to be in compliance with this policy at all times.

Policy Sign-off

	
IT Board Chair, Joseph O'Connor	Chief Information Officer, Ken Clark
Date 4-24-2018	Date 4/24/18



- **Damage** – Destruction of a City/County-owned device due to negligence, resulting in needed repairs that are not covered under the standard warranty.

Warranty Coverage

All City/County-leased laptops and desktops are covered under a standard warranty; however, there may be instances when an employee abuses or neglects a device, resulting in damage to the device. This is not covered under a standard warranty.

In the event damage occurs that cannot be covered under a standard warranty, ISA will work with the agency/department to identify the most cost-effective way to replace the device. Given the situation, the agency/department may be required to purchase the necessary repair parts or a full warranty to cover the current and future damages.

Please note that City/County-owned printers are not currently covered by a standard warranty. This excludes the multi-functional copier devices, which are maintained through a contractual agreement. If a City/County-owned printer experiences a manufacturer's defect, ISA will cover up to \$150 in total repairs over the lifetime of the device.

Network, Server and Storage Hardware Warranty

Warranties on network, server and storage hardware will be maintained for as long as the hardware is in use. Please refer to network, server and storage hardware refresh section for target refresh rates which indicate typical durations of use for different types of hardware.

In some instances, maintaining warranty coverage over the intended duration of use for a piece of hardware will be more expensive than the cost of replacing defective parts for the hardware. In those situations, spare parts would be kept in stock in lieu of maintaining warranty coverage.

Where possible, the level of warranty coverage for a given piece of hardware should reflect the level of risk associated with malfunctions on said hardware and the associated downtime that is acceptable. ISA will work on a case-by-case basis with partners to define these needs.

Exceptions

Exceptions to this policy may be made only by ISA leadership. Financial planning for new hardware may delay some equipment for refresh.

Disclaimer

This policy is subject to change without notice. A current and complete list of ISA policies are maintained on the ISA Intranet site at http://gateway.indy.gov/sites/ISA/AboutISA/policies_procedures/Pages/default.aspx

Email Retention Policy

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Email Retention Policy

Purpose

The purpose of this policy is to establish an electronic communications policy for all City of Indianapolis and Marion County Agencies and Departments, and all other organizations under the Information Services Agency (ISA) scope of services (referred to collectively as "City/County") that create, use, and manage electronic communications as part of the transaction of City/County business. These established guidelines will promote the effective capture, management, and retention of electronic communications.

Scope

This policy applies to all email correspondence including emails, calendars, tasks, to-dos, notes, instant messages, groups messages and other digital correspondence provided by the email client used by City/County agencies and departments, and all organizations under the ISA scope of services, for all related business uses.

Policy

Definitions

- A. Email correspondence includes emails, calendars, tasks, to-dos, notes, instant messages, group messages and other discoverable communication methods within the email system and/or related systems. This includes non-record (transitory) emails and public-record emails.
- B. Instant messaging is provided as a communication tool to City/County employees and contractors. All messages are retained in the email system and are subject to public records requests.
- C. Non-record or Transitory Electronic Communications are considered to have no administrative, legal, fiscal or archival requirements for their retention. Examples of such non-record electronic communications include the following:
 - 1. Personal correspondence not relating to conducting City/County business such as lunch invitations, unsolicited advertisements, and spam;
 - 2. Requests of existing publications, which require no administrative action, policy decision, or special compilation or research, and copies of replies;
 - 3. Office copies of letters of transmittal that do not add any information to that contained in the originally transmitted material;
 - 4. Copies of quasi-official notices including memoranda and other records that do not serve as the basis of official actions (i.e., holiday notices, meeting confirmations, etc.).
- D. Public Records, according to Indiana Code, include any writing, paper, report, study, map, photograph, card, tape recording or other material that is created, received, retained, maintained, used or filed by a public agency and which is generated on paper, paper substitutes, photographic media, chemically based media, electronically stored data, or any other material, regardless of form or characteristics. Examples of email correspondence that may constitute a public record (not confidential) include the following:
 - 1. Policies and directives

-
2. Correspondence or memoranda relating to official business (excluding duplicates)
 3. Agendas and minutes of meetings
 4. Any document that initiates, authorizes, or completes a business transaction
 5. Final reports or recommendations

Public Records also include confidential or partially confidential correspondence and is required to be retained as outlined by the appropriate retention schedule. Examples include the following:

1. Declared confidential by state statute,
 2. Required to be kept confidential by federal law,
 3. Investigatory records of law enforcement,
 4. Attorney work product,
 5. Personnel file information (except for information that must be disclosed),
 6. Intra- or interagency deliberative materials – expression of opinion or speculative in nature and communicated for purpose of decision making.
 7. Covered by an Indiana Court Administrative Rule 9
- E. Retention schedules provide guidance on preserving public records by specifying the length of time, form, and location of a retained record to be kept. Specific agencies/departments may have specialized retention schedules. For guidance, agencies/departments may refer to the Indiana Archives and Records Administration (IARA) retention schedules or contact their assigned Office of Corporation Counsel (OCC) attorney.
- F. Personal Storage Tables or a .pst file is an open proprietary file format used to store copies of email correspondence.

Responsibility for Retention

Each agency/department is responsible for complying with its retention schedule for its electronic records. ISA is not responsible for the long-term retention of these records.

The sender or creator of any email correspondence is responsible for ensuring proper retention of their email correspondence sent within the City/County. This includes both individual and resource email accounts. All other copies of internal email are duplicates and may be deleted. However, if an email was sent by an outside agency, a member of the public or anyone outside the City/County enterprise, the recipient is responsible for retention.

Method of Retention

Email records that have not met their retention should be saved by one of the following methods:

1. Move the email out of the email system to either a user's home directory, agency/department shared drive, agency/department document management solution or system of record.
2. Print the email and store the hard copy in the appropriate file.

Each agency/department shall select the method of retention for that agency/department.

Email Attachments

Attachments should be retained or disposed of according to the content of the attachment itself based on its appropriate retention, not the email which transmits the attachment.

Email Archival

Email correspondence (including items in the inbox, sent items, drafts, deleted items) will be retained by ISA for a period of five (5) years. The five (5) year retention period will begin from the creation date of the email correspondence, and all email correspondence will be retained in real-time.

After five (5) years, all email correspondence will be permanently purged by ISA, and it will be the responsibility of the user and the agency/department to save any electronic records requiring a retention period longer than five (5) years prior to the email correspondence being purged.

Exemptions from Archival

Elected officials holding either a city or county elected office will not be subject to the five (5) year archival period and all email correspondence will be retained indefinitely.

Additionally, IARA's General Retention Schedule, Record 10-3 outlines the permanent retention of "Policy Files" including correspondence concerning agency/department policy, procedures, organization, program development, and reviews. The retention schedule specifically names 'office holders, deputies, and division directors' as potential creators or developers of policy files. Therefore, each agency/department may either require employees maintaining policy files to retain any email correspondence regarding policy files according to the "Method of Retention" section above or request email correspondence for these employees to be permanently retained. If requesting these employees email correspondence be permanently retained, the agency/department must notify ISA immediately.

Email Accounts When Employee or Contractor Leaves Employment

When an employee is no longer employed with the City/County or a contractor is no longer under contract, it is the responsibility of the agency/department to immediately notify ISA. If the user's account must remain temporarily active, the agency/department must request the account password be reset upon termination. The account may then be maintained for up to 90 days. After that time, the agency/department must make a plan to transfer access of the employee's email or release access to the account. The retention and potential exemption of the employee's email correspondence is the responsibility of the agency/department.

Personal Storage Table (.pst) files

The use or creation of .pst files is not supported by ISA. Such files are not part of the email system.

Litigation Proceedings

Regardless of retention requirements, email correspondence pertaining to threatened or actual legal proceedings must be retained until the litigation is concluded. It is the responsibility of the agency/department involved to notify ISA, in writing, of the need for the hold on the destruction of email correspondence.

Public Records Request

It is the responsibility of the agency/department involved to immediately notify ISA, in writing, of a public records request if ISA's assistance is required to provide the public records.

Subpoenas and Warrants

While, as noted above, the agency is responsible for responding to public records requests, from time to time, ISA does directly receive subpoenas and warrants for the production of email correspondence for a

legal proceeding. The Chief Information Officer will always seek counsel approval to determine if agency/department notification is acceptable. When legally permitted by the Office of Corporation Counsel, ISA will notify the agency/department of any subpoenas or warrants received.

Amendments

Indianapolis and Marion County reserve the right to amend or revise the contents of this policy as deemed suitable. Each employee will be provided with a notice of all amendments and revisions to this policy.

[Faint handwritten signature and date: 8/26/18]

Policy Approval

Per Indianapolis Marion County Municipal Code Sec. 281-212.11, *the City of Indianapolis/Marion County IT Board has the power and authority to promulgate rules and regulations for the efficient administration of its policies and procedures for users.*

This policy has been reviewed and approved by the IT Board, and will be enforced as of the effective date by the Chief Information Officer. It is the responsibility of all City/County IT users to be in compliance with this policy at all times.

Policy Sign-off

	
IT Board Chair, Joseph O'Connor	Chief Information Officer, Ken Clark
Date 6-28-2018	Date 6/26/18

Information Services Agency IT Policies: Acceptable Use Policy



Acceptable Use Policy

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Acceptable Use Policy

Purpose

The purpose of this policy is to outline the acceptable use of City/County hardware, software and network infrastructure, in order to protect these resources from undue harm. Inappropriate use exposes City/County IT resources to risks including virus attacks, compromise of network systems and services, and legal issues. This policy is not intended to impede the operations of agencies, departments or courts, or employee's tasks.

The policies and directives in this section have been established in order to:

- Protect the investment the City/County has made in their computer systems
- Safeguard the data contained within these systems
- Reduce business and legal risk

Scope

This policy applies to the use of data, devices, and network resources to conduct City/County business, whether owned or leased by the City/County, the employee, or a third party. All employees, contractors, or any other individuals accessing the City/County network are responsible for exercising good judgment regarding appropriate use of data, devices, and resources in accordance with policies and standards, and local laws and regulation.

Policy

General Use and Ownership

The following section applies to general use and ownership for all employees, contractors, or any other individuals accessing the City/County network or using City/County devices.

- City/County data stored on devices, whether owned or leased by the City/County, the employee or a third party, remains the sole property of the City/County and may be regarded as public information.
- Users are responsible for promptly reporting the theft, loss or unauthorized access of City/County data, or any device that accesses City/County data, including personal mobile devices.
- Users are responsible for changing network passwords in the case of lost or stolen mobile device or any other personal device that accesses the City/County Network.
- Users are responsible for removing City/County applications and data on personal devices after leaving employment from the City/County.
- You may access, use or share City/County data only to the extent it is authorized and necessary to fulfill your assigned job duties.
- Any personal use must be incidental and not interfere with the employee's job performance or result in any cost to the City/County. Individual agencies, departments and any entities within ISA's scope

of services are responsible for creating guidelines concerning personal use of City/County devices. In the absence of such policies, employees should consult their supervisor or manager.

- For security and network maintenance purposes, authorized individuals within ISA may monitor equipment, systems and network traffic at any time.
- ISA reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

Security

One of the key drivers of this policy is to ensure a secure network and technology environment for our users. The following section defines explicit requirements which impact the security of our technology environment. This section applies to all employees, contractors, or any other individuals accessing the City/County network or using City/County devices.

- System-level and user-level passwords must comply with the Password Policy. Providing access to another individual, either deliberately or through failure to secure password access, is strictly prohibited.
- All computing devices must be secured by a password-protected sleep mode with an automatic activation feature, which is a default setting on all devices. The sleep-mode time period is dependent on device type and operating system. Altering these settings is strictly prohibited.
- If a device is going to be left unattended, it is the user's responsibility to secure and lock the device. This can be done by pressing the Windows logo key + L or pressing Ctrl+Alt+Delete and selecting "Lock this computer."
- Employees must exercise extreme caution when opening e-mail attachments and hyperlinks. ISA has implemented tools to help filter malicious emails from the enterprise. However, diligent users are a key first-line defense. Users should be mindful of common phishing techniques, including 'spoofing' or impersonation of the indy.gov domain.
- Sensitive or mission critical data should be stored on the network (S: Drive or H: Drive) for regular back up, never on a local drive (C:), desktop or external USB drive.

Manager and Supervisor Responsibility

The following section applies to management and supervisors within City/County agencies and departments. As leaders within the enterprise, it is essential to provide appropriate oversight for employees accessing the network and utilizing City/County devices.

- Managers and supervisors must ensure all employees are aware of and comply with this policy.
- Each agency and department is responsible for creating organization-specific guidelines regarding their employees' personal use of City/County devices, as well as applicable professional use not covered within this policy. In the absence of such policies, employees should consult their supervisor or manager.
- Upon the termination or transfer of a City/County employee, a security request must be submitted immediately. Terminated employees continue to have access to their account if a security request is not submitted.

- Many agencies and department have Federal, State and local law oversight and requirements regarding access to specific data and systems. Regular audits should occur within each agency and department to ensure proper compliance. It is the agency or department's responsibility to maintain regular audits and to include ISA as necessary.

Unacceptable Use

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use. Agencies and departments may create additional guidelines or enforce these rules differently based on job functions and requirements.

Under no circumstances is an employee authorized to engage in any illegal activity under local, state, federal or international law while utilizing City/County-owned resources.

System, Network and Communication Activities

The following activities are prohibited unless permitted as necessary by ISA or required by a legitimate job functions:

- Installing, downloading, or running unapproved software applications from the desktop or the network.
- Using, creating, or distributing any materials that violates the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations.
- Accessing data, an application, an account or the network for any purpose other than conducting business, even if you have authorized access, is strictly prohibited.
- Knowingly introducing a computer virus, or other malicious or destructive program, into the City/County network.
- Introducing a portable storage device of unknown origin into the City/County network.
- Revealing your account password to others or allowing use of your account by others. This includes family and other household members when working remotely.
- Using a City/County device to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Circumventing user authentication or security of any account, host system, or network.
- Providing information about, or lists of, employees to parties outside of the City/County without the express consent of the agency or department leadership.
- Using a City/County phone for personal long-distance calls. The City/County should be reimbursed by the employee for any personal long-distance calls.

Email and Communication Activities

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Opening email attachments of unknown origin or that seems of a suspicious nature.
- Any form of harassment via email, telephone, or instant messaging, whether through language, frequency, or size of messages.

Policy Compliance

ISA will verify compliance with this policy through various methods, including but not limited to, business tool reports, internal and external audits, and feedback to the policy owner. Any data that is confidential and found in an audit conducted by ISA will remain confidential and only be shared with that specific agency or department. Agencies and departments will not waive confidentiality rules by allowing ISA to perform audits.

As defined in the Data Ownership Policy, under no circumstance is ISA considered the owner of any data originating in a different agency or department. ISA understands their role as custodian of data. Access, use, or release of agency or department data, by ISA, shall only occur with the relevant agency or department's approval, or as required by law.

Exceptions

Any exception to the policy must be approved by the ISA Leadership Team, per a written request for review with business justification requiring an exception. ISA will consult with the appropriate business owners for approval when necessary.

Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Disclaimer

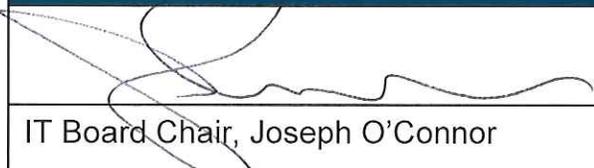
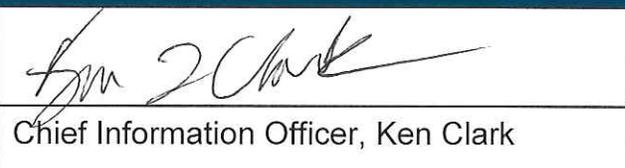
This policy is subject to change without notice. A current and complete list of ISA policies are maintained on the ISA Intranet site at http://gateway.indy.gov/sites/ISA/AboutISA/policies_procedures/Pages/default.aspx

Policy Approval

Per Indianapolis Marion County Municipal Code Sec. 281-212.11, *the City of Indianapolis/Marion County IT Board has the power and authority to promulgate rules and regulations for the efficient administration of its policies and procedures for users.*

This policy has been reviewed and approved by the IT Board, and will be enforced as of the effective date by the Chief Information Officer. It is the responsibility of all City/County IT users to be in compliance with this policy at all times.

Policy Sign-off

	
IT Board Chair, Joseph O'Connor	Chief Information Officer, Ken Clark
Date 11-27-2018	Date 11/27/18

Employee Acknowledgement of Acceptable Use Policy

I acknowledge that I have read ISA's Acceptable Use Policy in full, and understand the terms of the policy and my responsibilities as a user.

Participant Name (printed): _____

Participant Signature: _____

Date: _____



Password Policy

Purpose

The purpose of this policy is to establish an enterprise-wide standard regarding the use of passwords for all City/County network accounts. In order to protect the security and integrity of the network, data and computer systems in the City/County environment, a password policy must be implemented and regularly maintained.

Scope

This policy applies to all accounts managed by Active Directory used by City/County agencies and departments, and all organizations under the ISA scope of services, for all related business uses. This policy applies to all users with City/County network accounts, be they full-time/part-time or seasonal employees, interns, contractors or any other user given an account to access the City/County network including automated stored-procedure, resource accounts or group accounts.

Policy

ISA requires the use of a passphrase for passwords within the scope of this policy.

Passphrase Standards

Each passphrase must meet the following minimum requirements when created or changed:

- Contain at least 15 characters (127 characters maximum, including spaces).
- Use at least one uppercase letter, one lowercase letter and one numeric (0-9) or non-alphanumeric (!, \$, #) character.

Passphrases must not:

- Include a user's name, City/County username or extremely common letter/number strings (e.g. "password", "Colts", "12345").

Updating & Resetting Account Passphrases

For security purposes, users are required to update their passphrase every 365 days. City/County users under Criminal Justice Information Services (CJIS) compliance are required to update their password ninety (90) days.

Notifications will prompt users to update passphrases 15 days prior to expiration. Additionally, users may be asked to change their passphrase in the event of a security issue. ISA has the right to reset a passphrase at any time, specifically when the security of a City/County account is in question. ISA will attempt to contact a user via phone before or during the reset process to inform them of the situation.

Use of Different Passphrases for Each Account

Users should utilize a different passphrase for each account owned on the network. Users should never share passphrases for group accounts. Users should refrain at all times from using the same passphrase for City/County network accounts as used for personal accounts (e.g. Gmail, Amazon, Netflix, etc.). Users who have administrative privileges on a device must utilize a different passphrase for the administrative account than used for the day-to-day usage account.



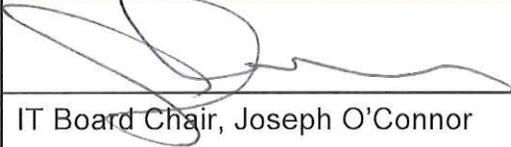
Disclaimer

This policy is subject to change without notice. A current and complete list of ISA policies are maintained on the ISA Intranet site.

Policy Approval

Per Indianapolis-Marion County Municipal Code Sec. 281-212.11, the City of Indianapolis/Marion County IT Board has the power and authority to promulgate rules and regulations for the efficient administration of its policies and procedures for users.

This policy has been reviewed and approved by the IT Board, and will be enforced as of the effective date by the Chief Information Officer. It is the responsibility of all City/County IT users to be in compliance with this policy at all times.

Policy Sign-off	
	
IT Board Chair, Joseph O'Connor	Chief Information Officer, Ken Clark
Date 2-26-19	Date 2/26/19

Memo

To: MPO Members
From: Anna M. Gremling
Date: March 15, 2020
Re: Amendments

Beyond just rolling over all the contracts, we have 3 contracts that are set to expire June 30th and need time only extensions to their contract. Currently, these contracts are set to expire on June 30th, and we would like to push the contract deadline back to December 31st, 2020.

- Toole Design – Bike Plan
- Taylor Siefker Williams – Pedestrian Plan
- Rundell Ernstberger & Associates – Vision Zero Tool Kit

Memo

To: MPO Members
From: Anna M. Gremling
Date: March 15, 2020
Re: New Contracts

We are requesting that the MPO Membership allow MPO staff to enter into agreements with the following vendors:

- **The Corradino Group**
To clean up the 2019 ARIES (Automated Reporting Information Exchange System – by the Indiana State Police) incapacitating and fatal crash data records for inclusion into the safety data dashboard for all 8 Counties. This data is also used for the federal safety performance measure. This contract is \$49,230 (80% federal / 20% local). The term of the contract will extend to December 31, 2020.
- **Resource System Group**
In conjunction with the MPO's Data Analytics & Modeling Plan, this contract will allow the freight model component of the 9-county Travel Demand Model to be created and calibrated for general planning needs. This will include a new short-haul commercial freight model that will be integrated with an updated long-haul freight model that will then be fully integrated into the Travel Demand. This will strengthen the model for use in the Long Range Transportation plan and performance measure purposes. This contract is \$226,089.15 (80% federal / 20% local). The term of the contract will extend to December 31, 2020.
- **Gregory & Appel on call**
While this is still in negotiation this is intended to be a one year support contract to assist the MPO with HR support that includes but is not limited to HR policies, COVID compliance, process and procedure implementation, set up, etc. This contract is \$9,600 (80% federal / 20% local).