



Date: May 15, 2026  
9:00 am – 11:00 am

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

## MEETING AGENDA

1. Welcome & Introductions	Chair	5 min.
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## ITEMS FOR APPROVAL

2. Minutes from March 27, 2026	Chair	1 min.
3. Acceptance of Financial Report		
a) Memo		
b) Income Statement	Kristyn Sanchez	10 min.
c) Balance Sheet		
4. 2026 IMPO Human Resources Manual Update		
a) Memo		
b) HR Manual	Anna Gremling	10 min.
c) Resolution 2026-EXEC-008		
5. IMPO Financial Resolutions		
a) Memo		
b) High Street Amendment #1	Anna Gremling	5 min.
c) Resolution 2026-EXEC-009		
6. Federal Exchange Contracts		
a) Memo		
b) Resolution 2026-EXEC-007		
c) 2424FFE – Indianapolis – Advanced Traffic Management Systems		
d) 2413FFE – Indianapolis – Knozone Awareness Program		
e) 2408FFE – Indianapolis – High School Road over CSX	Kristyn Sanchez	5 min.
f) 2409FFE – Indianapolis – 38 <sup>th</sup> St over Little Eagle Creek Bridge		
g) 2410FFE – Indianapolis – 46 <sup>th</sup> St over Indian Creek Bridge		
h) 2436FFE – Plainfield – Quaker Blvd and CR 750 Roundabout		
i) 2302FFE – CIRTA – Commuter Connect Carpool Vanpool Program		

## STATUS UPDATES

7. Strategic Plan	Joseph Garrity	25 min.
a) Mid-Ohio Regional Planning Commission Housing		

## OTHER ITEMS OF BUSINESS

8. IMPO Certification Overview	Anna Gremling
9. Upcoming INDOT Discussions	Anna Gremling
10. Adjournment	Chair

**Indianapolis Metropolitan Planning Organization Membership List**

Updated: February 18, 2026

<b>Local Public Agency</b>	<b>Executive Committee</b>	<b>Role</b>	<b>Term Start</b>	<b>Term End</b>	<b>Appointing Authority</b>
City of Greenwood	Mayor Mark Myers	Chair <i>Proxy</i>	2/11/2025	2/17/2027	IMPO Policy Committee Mayor Mark Myers
City of Indianapolis	Todd Wilson Nathan Sheets	Member <i>Proxy</i>	2/18/2026	2/17/2028	IMPO Policy Committee Mayor Joe Hogsett
City of Franklin	Mayor Steve Barnett	Vice Chair <i>Proxy</i>	2/11/2025	2/17/2027	IMPO Policy Committee Mayor Steve Barnett
Town of Avon	Ryan Cannon Steve Moore	Member <i>Proxy</i>	2/18/2026	2/17/2028	IMPO Policy Committee Avon Town Council
City of Beech Grove	James Coffman	Member <i>Proxy</i>	2/18/2026	2/17/2028	IMPO Policy Committee Mayor James Coffman
Hamilton County	Mark Heirbrandt Brad Davis	Member <i>Proxy</i>	2/21/2026	2/20/2028	IMPO Policy Committee Hamilton County Commissioners
Town of Plainfield	Andrew Klinger	Member <i>Proxy</i>	2/11/2025	2/17/2027	IMPO Policy Committee Plainfield Town Council
Hendricks County	Eric Wathen Tim Dombrosky	Member <i>Proxy</i>	2/11/2025	2/17/2027	IMPO Policy Committee Hendricks County Commissioners
IndyGo	Jennifer Pyrz Ryan Wilhite	Member <i>Proxy</i>	2/18/2026 2/18/2026	2/18/2028 2/18/2028	IMPO Policy Committee IndyGo Board of Directors

**Indianapolis Metropolitan Planning Organization  
Executive Committees Meeting Minutes  
March 27, 2026**

9:00 a.m.

IndyGo West Campus 1501 W Washington St, Indianapolis, IN 46222

**Executive Committee Members**

✓ = Present      (blank) = Absent

	City of Indianapolis	Todd Wilson		Town of Avon	Ryan Cannon
✓	City of Greenwood	Mark Myers		City of Franklin	Steve Barnett
✓	City of Beech Grove	James Coffman	✓	Town of Plainfield	Andrew Klinger
✓	Hamilton County	Mark Heirbrandt		IndyGo	Jennifer Pyrz
	Hendricks County	Eric Wathen	✓	Proxy- Indianapolis	Nathan Sheets
	Proxy-Hamilton	Brad Davis	✓	Proxy-IndyGo	Ryan Wilhite
	Proxy-Hendricks	Tim Dombrowski		Proxy-Avon	Steve Moore

**Others Present**

Anna Gremling – Indianapolis MPO	Sean Northup – Indianapolis MPO
Krysten Sanchez – Indianapolis MPO	Jennifer Krull – Indianapolis MPO
Liza Byers – Mirror Indy	Melissa Bailey – Mirror Indy

**1. WELCOME**

**Mark Myers** called the meeting to order at 9:02 am and asked members to introduce themselves.

**ITEMS FOR APPROVAL**

**2. MINUTES FROM FEBRUARY 27, 2026, EXECUTIVE COMMITTEE MEETING**

**Mayor Myers** took the vote to approve the meeting minutes.

Member	Result	Member	Result	Member	Result
City of Indianapolis	Approve	Hamilton County	Approve	City of Greenwood	Approve
City of Beech Grove	Approve	IndyGo	Approve	Town of Plainfield	Approve

**Mark Heirbrandt** moved to approve the meeting minutes.  
**Nathan Sheets** seconded the motion. A voice vote was conducted.  
 Minutes from February 27, 2026, approved.  
 MOTION PASSES.

**3. ACCEPTANCE OF FINANCIAL REPORT**

**Kristyn Sanchez** reviewed the income statement, balance sheet and the financial memo. It was notated the IMPO has received 75% of its SFY 2026 annual allocation in Federal Funds Exchange from INDOT. The remaining 25% is expected to be available to the IMPO in the coming weeks. The PL for 2025 has been spent down and funds from 2026 PL are now being utilized. HWC is working to close -out READI 1.0 funding for Central Indiana with reallocation plans. Reimbursement requests for SS4A and EPA grants, including staff time are continuing to be submitted. It was mentioned there have been no discussion regarding federal highway redistribution figures and how they may affect the current 2027 annul allocation. In the past week the IMPO has received final 2026 TIP numbers and an increase of \$4M will be seen from 2026 to 2027.

**Mark Myers** took the vote the accept the financial report.

Member	Result	Member	Result	Member	Result
City of Indianapolis	Approve	Hamilton County	Approve	City of Greenwood	Approve
City of Beech Grove	Approve	IndyGo	Approve	Town of Plainfield	Approve

**Ryan Wilhite** moved to approve the financial report.  
**Mark Heirbrandt** seconded the motion. A voice vote was conducted.  
 Financial report approved.  
 MOTION PASSES.

**4. 2026 Budget Amendment 1**

**Sean Northup** discussed as part of routine operations, the IMPO will periodically modify or amend the Unified Planning Work Program and budget. The resolution before you is to modify the budget, and we plan to modify the UPWP at the end of the calendar year. There are 3 key factors for the amendment. The first is a personnel update, one staff member left the IMPO, and a new staff member was hired at a different salary. Secondly, there is a MIBOR local match. MIBOR secured more National Association of Realtors grant money, reducing the IMPO amount on the Central Indiana Community Preference Survey by \$20,500. The final factor is changes to various planning efforts. This includes adding support and staff training for the new call for projects methodology, adding staff presentation training, tolling modeling, and consulting. Some budget lines, such as the IMPO Strategic Plan and IndyGo Onboard Survey, are reduced to reflect actual costs.

Member	Result	Member	Result	Member	Result
City of Indianapolis	Approve	Hamilton County	Approve	City of Greenwood	Approve
City of Beech Grove	Approve	IndyGo	Approve	Town of Plainfield	Approve

**Mark Heirbrandt** moved to approve Resolution 2026-EXEC-003.  
**Ryan Wilhite** seconded the motion. A voice vote was conducted.  
 Resolution 2026-EXEC-003 approved.  
 MOTION PASSES.

**5. IMPO FINANCIAL CONTRACTS**

**Anna Gremling** introduced the IMPO financial contract for approval. The contract discussed was with Replica, Inc. This agreement is for online access to vehicle and multimodal data including traffic volumes, speeds, origin/destinations, turning counts and safety. The cost is \$500,000 spread out over two years.

Member	Result	Member	Result	Member	Result
City of Indianapolis	Approve	Hamilton County	Approve	City of Greenwood	Approve
City of Beech Grove	Approve	IndyGo	Approve	Town of Plainfield	Approve

**James Coffman** moved to approve Resolution 2026-EXEC-004.  
**Ryan Wilhite** seconded the motion. A voice vote was conducted.  
 Resolution 2026-EXEC-004 approved.  
 MOTION PASSES.

**6. READI RESOLUTIONS**

**Anna Gremling** introduced the READI information for the resolution. The first item was for the vendor, Hannum, Wagle & Cline Engineering. This is an amendment to authorize \$44,500 in additional funds to assist IMPO staff and IEDC with closing remaining projects for READI 1.0 and reallocation of remaining funds to READI 2.0, which will request additional coordination and administrative needs. The second item was for a project with the Town of Plainfield with the Echo Hollow Park. The town is improving connectivity and access with the park through trail infrastructure design, engineering, and construction. These improvements will create scenic and accessible connections throughout the park while prioritizing pedestrian and vehicle safety. The final project is with the City of Franklin with the Active Adult Center. The town is improving the center, a facility that will now meet the needs of seniors in the area and region. This includes the current building being replaced with a larger auditorium, kitchen, meeting rooms, and an added area for entertainment and games.

Member	Result
City of Indianapolis	Approve
City of Beech Grove	Approve

Member	Result
Hamilton County	Approve
IndyGo	Approve

Member	Result
City of Greenwood	Approve
Town of Plainfield	Approve

**Mark Heirbrandt** moved to approve Resolution 2026-EXEC-005.  
**Andrew Klinger** seconded the motion. A voice vote was conducted.  
 Resolution 2026-EXEC-005 approved.  
 MOTION PASSES.

**OTHER ITEMS OF BUSINESS**

**7. IMPO Strategic Plan – Where we have been.**

**Anna Gremling** presented information about the Indianapolis Metropolitan Planning Organization. In 2018 it was recommended as part of the strategic plan to become an independent MPO, grow as an independent MPO and formalize the organization as regional convener. A bill passed in 2019 formalizing duties of the IMPO in Indiana Code and in June of 2020 the IMPO formally separated from the city of Indianapolis. There are four pillars of the organization, which are Convene, Inform, Plan and Fund. The vision of the IMPO allows the organization to grow in Economic Development, Housing, environmental and Data. The purpose of the MPO is to institute and maintain a comprehensive planning and programming process for transportation policy and to assist the central Indiana regional development authority in carrying out its duties.

**8. IMPO Federal Certification**

**Anna Gremling** reminded the Executive Committee the IMPO Federal Certification is set for April 14<sup>th</sup> and April 15<sup>th</sup>.

**9. Adjournment**

**Ryan Wilhite** moved to adjourn the March 27, 2026, Executive Committee meeting at 10:03 am.  
**Andre Klinger** seconded the motion. A voice call was conducted. The  
 March 27, 2026, Executive Committee meeting was adjourned.  
 MOTION PASSES.



# Memo

**To:** IMPO Exec Committee

**From:** Kristyn Sanchez

**Date:** May 6, 2026

**Re:** Financial Statements

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## Revenue

- The IMPO received 75% of its SFY 2026 annual allocation in Federal Funds Exchange dollars from INDOT on September 9<sup>th</sup>.
- The remaining 25% of the 2026 annual allocation was requested by the IMPO on April 8<sup>th</sup>. We are still waiting for the funds to be sent by INDOT.

## Expenses

- Q1 spent 16.2% of the IMPO's 2026 PL purchase order.
- As of Q1, the IMPO has spent approximately \$310K of the \$480K SS4A grant and has used 49% of allotted staff hours on the grant.
- READI regions are 87% disbursed.

**Indianapolis Metropolitan Planning Organization**  
**Income Statement**  
From Jan 2026 to May 2026

Financial Row	2025 FFE Amount	2025 PL Amount	2026 FFE Amount	2026 PL Amount	EPA Climate Pollution Reduction Amount	READI - 180 Alliance Amount	READI - 70-40 Amount	SS4A Amount	Total Amount
<b>Ordinary Income/Expense</b>									
<b>Income</b>									
<b>4000 - Revenue from</b>									
4010 - Federal grants	\$0.00	\$641,932.09	\$0.00	\$616,234.03	\$6,053.12	\$0.00	\$0.00	\$248,232.51	\$1,512,451.76
4030 - Local government grants	\$206,007.60	\$0.00	\$0.00	\$94,566.60	\$0.00	\$1,247,009.14	\$352,924.57	\$0.00	\$1,900,507.91
<b>Total - 4000 - Revenue from</b>	<b>\$206,007.60</b>	<b>\$641,932.09</b>	<b>\$0.00</b>	<b>\$710,800.63</b>	<b>\$6,053.12</b>	<b>\$1,247,009.14</b>	<b>\$352,924.57</b>	<b>\$248,232.51</b>	<b>\$3,412,959.67</b>
5000 - Revenue local match	\$0.00	\$0.00	\$15,943,936.00	\$85,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,029,836.00
5100 - Revenue from membership d	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00
<b>5200 - Revenue from investments</b>									
5210 - Interest on Excess	\$11,986.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,986.82
5220 - FFE Bond Interest	\$728,000.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$728,000.67
<b>Total - 5200 - Revenue from invest</b>	<b>\$739,987.49</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$739,987.49</b>
<b>Total - Income</b>	<b>\$945,995.09</b>	<b>\$641,932.09</b>	<b>\$15,943,936.00</b>	<b>\$806,700.63</b>	<b>\$6,053.12</b>	<b>\$1,247,009.14</b>	<b>\$352,924.57</b>	<b>\$248,232.51</b>	<b>\$20,192,783.16</b>
<b>Expense</b>									
<b>7200 - Salaries &amp; related expenses</b>									
7210 - Regular Salaries & wages	\$0.00	\$130,690.73	\$0.00	\$180,723.11	\$2,825.59	\$4,040.16	\$2,210.91	\$10,392.10	\$330,882.60
7212 - Other Pay	\$0.00	\$266.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$266.09
7214 - Benefit leave pay	\$0.00	\$56,997.57	\$0.00	\$25,019.97	\$0.00	\$0.00	\$0.00	\$0.00	\$82,017.54
7218 - Disability insurance	\$0.00	\$1,070.54	\$0.00	\$1,480.06	\$0.00	\$0.00	\$0.00	\$0.00	\$2,550.60
7220 - PERF hybrid	\$0.00	\$16,573.44	\$0.00	\$16,328.70	\$0.00	\$0.00	\$0.00	\$0.00	\$32,902.14
7221 - My Choice	\$0.00	\$4,328.01	\$0.00	\$4,646.44	\$0.00	\$0.00	\$0.00	\$0.00	\$8,974.45
7222 - Millie Morgan	\$0.00	\$562.34	\$0.00	\$778.60	\$0.00	\$0.00	\$0.00	\$0.00	\$1,340.94
7230 - Health insurance	\$0.00	\$23,779.89	\$0.00	\$33,488.37	\$0.00	\$0.00	\$0.00	\$0.00	\$57,268.26
7234 - Life insurance	\$0.00	\$159.58	\$0.00	\$220.80	\$0.00	\$0.00	\$0.00	\$0.00	\$380.38
7242 - HSA contribution	\$0.00	\$2,500.00	\$0.00	\$562.50	\$0.00	\$0.00	\$0.00	\$0.00	\$3,062.50
7250 - Social security	\$0.00	\$12,026.73	\$0.00	\$12,318.93	\$0.00	\$0.00	\$0.00	\$0.00	\$24,345.66
7252 - Medicare ER	\$0.00	\$2,812.69	\$0.00	\$2,881.04	\$0.00	\$0.00	\$0.00	\$0.00	\$5,693.73
7256 - SUTA	\$0.00	\$675.81	\$0.00	\$383.36	\$0.00	\$0.00	\$0.00	\$0.00	\$1,059.17
<b>Total - 7200 - Salaries &amp; related ex</b>	<b>\$0.00</b>	<b>\$252,443.42</b>	<b>\$0.00</b>	<b>\$278,831.88</b>	<b>\$2,825.59</b>	<b>\$4,040.16</b>	<b>\$2,210.91</b>	<b>\$10,392.10</b>	<b>\$550,744.06</b>
<b>7500 - Contract service expenses</b>									
7520 - Legal fees	\$0.00	\$7,048.04	\$0.00	\$5,540.87	\$0.00	\$0.00	\$0.00	\$0.00	\$12,588.91
7580 - Public Notices	\$0.00	\$199.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$199.68
<b>Total - 7500 - Contract service exp</b>	<b>\$0.00</b>	<b>\$7,247.72</b>	<b>\$0.00</b>	<b>\$5,540.87</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,788.59</b>
8000 - Contractual consulting servic	\$0.00	\$273,539.66	\$0.00	\$365,815.20	\$0.00	\$239,723.53	\$3,481.25	\$159,125.64	\$1,041,685.28
<b>8100 - Nonpersonnel expenses</b>									
8110 - Office Supplies	\$0.00	\$1,569.54	\$0.00	\$1,856.37	\$0.00	\$0.00	\$0.00	\$0.00	\$3,425.91
8111 - Food & Beverage	\$0.00	\$300.16	\$0.00	\$160.79	\$0.00	\$0.00	\$0.00	\$0.00	\$460.95
8115 - Miscellaneous Expense	\$0.00	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350.00
8120 - Contractual data services	\$0.00	\$15,946.50	\$0.00	\$27,076.83	\$49.60	\$0.00	\$0.00	\$0.00	\$43,072.93
8130 - Telephone & cell phone	\$0.00	\$1,300.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,300.00
8170 - Printing & copying	\$0.00	\$455.00	\$0.00	\$704.80	\$0.00	\$0.00	\$0.00	\$0.00	\$1,159.80
8180 - Books, subscriptions, refer	\$0.00	\$59.96	\$0.00	\$13,386.49	\$0.00	\$0.00	\$0.00	\$0.00	\$13,446.45
<b>Total - 8100 - Nonpersonnel exper</b>	<b>\$0.00</b>	<b>\$19,981.16</b>	<b>\$0.00</b>	<b>\$46,185.28</b>	<b>\$49.60</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$66,216.04</b>
<b>8200 - Facility &amp; equipment expenses</b>									
8210 - Rent and other occupancy	\$0.00	\$31,932.50	\$0.00	\$2,927.91	\$0.00	\$0.00	\$0.00	\$0.00	\$34,860.41
8220 - Parking garage expense	\$0.00	\$850.00	\$0.00	\$425.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,275.00
8265 - Capital Assets	\$0.00	\$1,453.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,453.47
<b>Total - 8200 - Facility &amp; equipment</b>	<b>\$0.00</b>	<b>\$34,235.97</b>	<b>\$0.00</b>	<b>\$3,352.91</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$42,057.48</b>
<b>8300 - Travel expenses (lodging transportation and per diem)</b>									
8310 - Mileage	\$0.00	\$10.15	\$0.00	\$434.29	\$0.00	\$0.00	\$0.00	\$0.00	\$444.44
8320 - Registration fees	\$0.00	\$920.75	\$0.00	\$3,363.98	\$0.00	\$0.00	\$0.00	\$0.00	\$4,284.73
8399 - Travel expenses - other	\$0.00	(\$815.24)	\$0.00	\$3,214.52	\$0.00	\$0.00	\$0.00	\$0.00	\$2,399.28
<b>Total - 8300 - Travel expenses (loc</b>	<b>\$0.00</b>	<b>\$115.66</b>	<b>\$0.00</b>	<b>\$7,012.79</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,128.45</b>
8400 - Federal Funds Exchange	\$22,925,698.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,925,698.65
<b>Total - Expense</b>	<b>\$22,925,698.65</b>	<b>\$587,563.67</b>	<b>\$0.00</b>	<b>\$706,738.93</b>	<b>\$2,875.19</b>	<b>\$243,763.69</b>	<b>\$5,692.16</b>	<b>\$169,517.74</b>	<b>\$24,646,318.63</b>
<b>Net Ordinary Income</b>	<b>(\$21,979,703.56)</b>	<b>\$54,368.42</b>	<b>\$15,943,936.00</b>	<b>\$99,961.70</b>	<b>\$3,177.93</b>	<b>\$1,003,245.45</b>	<b>\$347,232.41</b>	<b>\$78,714.77</b>	<b>(\$4,453,535.47)</b>
<b>Other Income and Expenses</b>									
<b>8500 - Other expenses</b>									
8520 - Insurance - non-employee	\$0.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$240.00
8530 - Membership dues - organiz	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
8560 - Outside computer services	\$0.00	\$408.85	\$0.00	\$602.89	\$0.00	\$0.00	\$0.00	\$0.00	\$1,011.74
8570 - Advertising expenses	\$0.00	\$280.97	\$0.00	\$378.98	\$67.00	\$0.00	\$0.00	\$0.00	\$726.95
8590 - Software licenses	\$0.00	\$89,512.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$89,512.39
8598 - Sponsorships	\$0.00	\$0.00	\$0.00	\$4,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,750.00
8599 - Other expenses - other	\$0.00	\$51.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.19
<b>Total - 8500 - Other expenses</b>	<b>\$0.00</b>	<b>\$92,493.40</b>	<b>\$0.00</b>	<b>\$5,731.87</b>	<b>\$67.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$98,292.27</b>
<b>Total - Other Expense</b>	<b>\$0.00</b>	<b>\$92,493.40</b>	<b>\$0.00</b>	<b>\$5,731.87</b>	<b>\$67.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$98,292.27</b>
<b>Net Other Income</b>	<b>\$0.00</b>	<b>(\$92,493.40)</b>	<b>\$0.00</b>	<b>(\$5,731.87)</b>	<b>(\$67.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$98,292.27)</b>
<b>Net Income</b>	<b>(\$21,979,703.56)</b>	<b>(\$38,124.98)</b>	<b>\$15,943,936.00</b>	<b>\$94,229.83</b>	<b>\$3,110.93</b>	<b>\$1,003,245.45</b>	<b>\$347,232.41</b>	<b>\$78,714.77</b>	<b>(\$4,551,827.74)</b>

**Indianapolis Metropolitan Planning Organization**  
**Balance Sheet**  
**End of May 2026**

Financial Row	Amount
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank</b>	
<b>1000 - Cash</b>	
1010 - Checking Account	\$1,300,388.71
1012 - Federal Funds Exchange	\$3,754,610.48
<b>Total - 1000 - Cash</b>	<b>\$5,054,999.19</b>
<b>Total Bank</b>	<b>\$5,054,999.19</b>
<b>Accounts Receivable</b>	
<b>1100 - Accounts Receivable</b>	
1110 - Accounts receivable/Member receivable	\$16,365,182.39
<b>Total - 1100 - Accounts Receivable</b>	<b>\$16,365,182.39</b>
1120 - Receivables - Matching Funds	\$1,461,354.96
<b>Total Accounts Receivable</b>	<b>\$17,826,537.35</b>
<b>Other Current Asset</b>	
<b>1400 - Other assets</b>	
1410 - Prepaid expenses	\$1,941.33
<b>Total - 1400 - Other assets</b>	<b>\$1,941.33</b>
<b>1500 - Investments</b>	
1510 - Federal Funds Exchange	\$35,938,665.35
<b>Total - 1500 - Investments</b>	<b>\$35,938,665.35</b>
<b>Total Other Current Asset</b>	<b>\$35,940,606.68</b>
<b>Total Current Assets</b>	<b>\$58,822,143.22</b>
<b>Fixed Assets</b>	
<b>1600 - Fixed operating assets</b>	
1620 - Furniture, fixtures, & equip	\$89,067.58
<b>Total - 1600 - Fixed operating assets</b>	<b>\$89,067.58</b>
<b>1700 - Accum deprec - fixed operating assets</b>	
1745 - Accum deprec - furn,fix,equip	(\$104,999.97)
<b>Total - 1700 - Accum deprec - fixed operating assets</b>	<b>(\$104,999.97)</b>
<b>Total Fixed Assets</b>	<b>(\$15,932.39)</b>
<b>Total ASSETS</b>	<b>\$58,806,210.83</b>
<b>Liabilities &amp; Equity</b>	
<b>Current Liabilities</b>	
<b>Other Current Liability</b>	
<b>2100 - Accrued liabilities</b>	
2110 - Accrued payroll	(\$2,287.60)
2131 - Federal withholding	(\$0.01)
2138 - Disability insurance withholding	(\$225.63)
2140 - MyChoice withholding	(\$236.58)
2141 - Health insurance withholding	\$20,132.65
2142 - Dental insurance withholding	(\$791.92)
2144 - Life insurance withholding	\$334.99
2145 - HSA contribution withholding	\$1,500.05
2146 - Dependent Care FSA Withholding	\$2,067.62
2148 - SUTA withholding	(\$355.79)
2149 - Millie Morgan withholding	(\$27.75)
<b>Total - 2100 - Accrued liabilities</b>	<b>\$20,110.03</b>
<b>Total Other Current Liability</b>	<b>\$20,110.03</b>
<b>Total Current Liabilities</b>	<b>\$20,110.03</b>
<b>Equity</b>	
Retained Earnings	\$63,337,928.54
Net Income	(\$4,551,827.74)
<b>Total Equity</b>	<b>\$58,786,100.80</b>
<b>Total Liabilities &amp; Equity</b>	<b>\$58,806,210.83</b>



# Memo

**To:** IMPO Exec Committee  
**From:** Anna Gremling  
**Date:** May 15, 2026  
**Re:** IMPO Human Resources Manual revisions

IMPO, in an effort to continually improve and keep current with evolving needs and industry standards, reviewed and revised the IMPO's Human Resources Manual (a.k.a. the Employee Handbook). The HR Manual provides updated policies and guidance for employees and supervisors in the daily execution of their roles with the IMPO.

The IMPO made minor clarifications and administrative edits throughout the Manual to enhance readability, update references, and maintain compliance with applicable employment laws.

The updates are summarized below.

Section	Action	Summary of Change
Accommodation for Nursing Mothers (now Lactation Accommodation)	Updated	Policy title updated to Lactation Accommodation.
Hours of Work and Flex Time	Updated	Combined Core Hours and Flex Time policies and clarified expectation for flex time usage and adjustments. Clarified standard workweek structure and defined the workweek as Monday through Sunday, and reinforced expectations regarding work schedules and core hours.
Remote Work	Updated	Clarified eligibility criteria, approval process, and expectations for remote work arrangements.
Temporary Out-of-State Remote Work	Updated	Clarified approval and notification expectations.
Worker Compensation Insurance	Updated	Clarified waiting period and how pay is covered.
Final Pay	Updated	Clarified PTO payout eligibility for PTO accrual in the final month of employment.

Human Resources Manual  
Indianapolis Metropolitan Planning Organization  
A Guide for Our Employees



Revised: May 15, 2026

## Acknowledgement of Receipt

I acknowledge that I have received a copy of the Indianapolis Metropolitan Planning Organization (IMPO) Human Resources Manual ("Manual"). I understand that I am responsible for reading and abiding by all policies and procedures in this Manual, as well as all other policies and procedures of the IMPO.

I also understand that the purpose of this Manual is to inform me of the IMPO's policies and procedures, and that it is not a contract of employment. Nothing in this Manual provides any entitlement to me or to any IMPO employee, nor is it intended to create contractual obligations of any kind. I understand that the IMPO has the right to change any provision of this Manual at any time and that I will be bound by any such changes.

---

*Employee Signature*

*Date*

---

*Full Name (please print)*

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## Welcome

Welcome to the Indianapolis Metropolitan Planning Organization (IMPO). We are happy to have you join our team of dedicated professionals.

The IMPO is a regional planning agency whose members include nearly all cities, towns and counties in central Indiana. Not only are we the Federally designated Metropolitan Planning Organization for Central Indiana, but we also do work in economic development, land use, housing, and environmental resources.

The IMPO provides our employees with an excellent package of benefits and employee-friendly policies intended to develop and retain top talent, while providing excellent and efficient service for the citizens of central Indiana. This Human Resources Manual provides an overview of the responsibilities of the IMPO and the employee, as well as the IMPO's human resources philosophy and policies. We wish you every success in your new job with us and hope you will quickly feel a part of our growing team.

Anna Gremling  
Executive Director

## Who We Are

### Our Vision

Central Indiana will thrive when we continuously improve our built environment and expand economic opportunities for all residents.

### Our Mission

The Indianapolis MPO develops smart, equitable solutions to long-term regional challenges through strong leadership, responsible stewardship, innovation, and effective, inclusive collaboration.

### Our Core Values

We commit to uncompromised moral integrity, transparency, and honesty in all that we do.

We also commit to:

- Excellent Customer Service
- Diversity and Equity
- Fact-Based Decision-Making
- Effective and Efficient Stewardship of our Resources
- Embracing an Openness for Creating Solutions
- Giving Easy Access to Data for Others to Use

### Our Pillars

*Convene*: Bring experts and community members together

*Inform*: Provide reliable data to support planning and policymaking

*Plan*: Create and adopt infrastructure plans and track their implementation

*Fund*: Fund regionally significant projects

## Introduction

This Human Resources Manual (“Manual”) is a compilation of personnel policies, practices and procedures currently in effect at the Indianapolis Metropolitan Planning Organization (“IMPO”).

The Manual is designed to introduce you to the IMPO, familiarize you with IMPO policies, provide general guidelines on work rules, benefits and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment.

This Human Resources Manual is not a contract of employment and does not create a contract of employment. The Metropolitan Planning Organization generally does not offer individual employees formal employment contracts with the IMPO. This Manual does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period. The purpose of the Manual is simply to provide you with a convenient explanation of present policies and practices of the IMPO. This Manual is an overview or a guideline. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be addressed to the Management Team.

The IMPO reserves the right to modify any of our policies and procedures, including those covered in this Manual, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective.

# EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-HARASSMENT POLICIES

## Commitment to Diversity

At the IMPO, we work to create and support a business environment where all people are welcome. When inclusiveness reigns, differences are viewed as a source of strength, innovation, and productivity.

We believe a diverse, inclusive, and equitable workplace is one where all employees, regardless of their gender, race, ethnicity, national origin, age, sexual orientation or identity, education, or disability, feel valued and respected. We are committed to a nondiscriminatory approach and provide equal opportunity for employment and advancement in all our departments and programs. We respect and value diverse life experiences and heritages and ensure that all voices are valued and heard in our organization.

To provide informed, authentic leadership for cultural equity, the IMPO strives to:

- See diversity, equity, inclusion, and belonging as critical to our mission and ensuring the well-being of our staff and the communities we serve.
- Acknowledge and dismantle any inequities within our policies, systems, programs, and services. Explore potential underlying, unquestioned assumptions that interfere with inclusiveness.
- Practice and encourage transparent communication in all interactions.
- Lead with respect and tolerance. We expect all employees to embrace this notion and express it in workplace interactions and through everyday practices.

The IMPO abides by the following action items to help promote diversity and inclusion in our workplace:

- Pursue cultural competency throughout our organization by creating substantive learning opportunities and formal, transparent policies.
- Improve our cultural leadership pipeline by creating and supporting programs and policies that foster leadership which strives to reflect Central Indiana.
- Collaborating and connecting with other organizations committed to diversity and inclusion efforts.
- Provide sessions on diversity, inclusion, and equity to provide information and resources for our staff.
- Continue to evolve our hiring, promoting and evaluation processes to be more intentional and conscious of biases.

### *Inclusionary Workplace Behavior*

At IMPO we practice and expect employees to practice inclusionary behavior and communication with each other. Because we strive for equity and inclusion, we encourage employees and management to bring forward concerns about workplace culture where instances of microaggression or biases might be occurring (defined as exclusionary language and behavior). Employees can expect that IMPO will give serious consideration to, and address concerns brought forth in good faith with an aim to improve our relationships and understanding of each other. Employees should take their concerns to a member of leadership.

### Equal Employment Opportunity

The IMPO is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy, sexual orientation, and gender identity), national origin, disability, age, genetic information, veteran status or any other status protected under applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation, and training. We seek to comply with all applicable federal, state, and local laws related to discrimination and will not tolerate the interference with the ability of any of the IMPO's employees to perform their job duties.

The IMPO makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager, or the Management Team. Your complaint will be promptly, thoroughly, and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

### Americans with Disabilities Act

The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training, and other terms, conditions, and privileges of employment. The ADA does not alter the IMPO's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of their disability, or because of a perceived disability. As a matter of IMPO policy, the IMPO prohibits discrimination of any kind against people with disabilities.

The federal Pregnant Workers Fairness Act (PWFA) provides similar protections, requiring covered employers to offer reasonable accommodations to qualified employees and applicants with known limitations related to pregnancy, childbirth, or related medical conditions, unless it causes undue hardship. IMPO fully complies with the PWFA by providing reasonable accommodation for qualified individuals in these circumstances.

*Disabled Defined*

An applicant or employee is considered disabled if they (1) have a physical or mental impairment that substantially limits one or more major life activities; (2) have a record or past history of such an impairment; or (3) is regarded or perceived (correctly or incorrectly) as having such impairment.

A qualified employee or applicant with a disability is an individual who satisfies the requisite skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

*Reasonable Accommodation*

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment. A reasonable accommodation may also be provided for qualified employees and applicants experiencing limitations related to pregnancy, childbirth, or related medical conditions, as required by the PWFA.

Qualified applicants or employees who are disabled or who are experiencing pregnancy-related limitations should request reasonable accommodation from the IMPO in order to allow them to perform a particular job. If you are disabled and you desire such reasonable accommodation, contact your immediate supervisor, designated manager, or the Management Team. On receipt of your request, we will meet with you to discuss your disability or pregnancy-related condition. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation.

Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA and the PWFA, the IMPO does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, the IMPO does not have to provide an accommodation if doing so would cause undue hardship to the IMPO.

## Workplace Bullying

*Objective*

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the IMPO will not *in any instance* tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

*Definition*

The IMPO defines bullying as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating, or intimidating behaviors.

- Work interference/sabotage that prevents work from getting done.
- Verbal abuse.

Such behavior violates the IMPO's Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

### *Examples*

The IMPO considers the following types of behavior examples of bullying:

- Verbal and cyber bullying. Slandering, ridiculing, or maligning a person or their family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying. Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- Gesture bullying. Nonverbal gestures that can convey threatening messages.
- Exclusion. Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express themselves (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do their work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Assigning menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating them from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

Individuals who feel they have experienced bullying should report this to their supervisor, designated manager or the Management Team before the conduct becomes severe or pervasive. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow the IMPO to take appropriate action.

### **Workplace Harassment**

The IMPO is committed to providing a work environment that provides employees equality, respect, and dignity. In keeping with this commitment, the IMPO has adopted a policy of “zero tolerance” regarding employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or older), disability, genetic information, veteran status or any other category protected by applicable federal, state, or local laws. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

This policy applies to all aspects of your employment. Harassment of any other person, including, without limitation, fellow employees, contractors, visitors, clients, or customers, whether at work or outside of work, is grounds for disciplinary action up to and including immediate termination. The IMPO provides this policy to all employees. Every complaint received will be promptly, thoroughly, and impartially investigated, and resolved appropriately. The IMPO will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

### ***Sexual Harassment***

Sexual harassment is prohibited and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when the conduct: (1) explicitly or implicitly affects a term or condition of an employee’s employment; (2) is used as the basis for employment decisions affecting the employee; or unreasonably interferes with an employee’s work performance or creates an intimidating, hostile or offensive working environment.

Such conduct may include but is not limited to: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates. IMPO policy further prohibits harassment and discrimination based on sex stereotyping. Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because they do not fit the stereotype of being male or female. The IMPO encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with their immediate supervisor, designated manager, or a member of the Management Team.

### ***Supervisors' Responsibilities***

All managers are expected to ensure that the work environment is free from sexual and other harassment. They are responsible for the application and communication of this

policy within their work areas. Managers should:

- Encourage employees to report any violations of this policy before the harassment becomes severe or pervasive.
- Make sure the Management Team is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted.

#### *Procedures for Reporting and Investigating Harassment*

Employees should report incidents of inappropriate behavior or harassment as soon as possible. Employees who believe they have been harassed by a manager, co-worker, vendor, visitor, or client should promptly notify their immediate supervisor, designated manager, or the Management Team. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the Executive Director. If the concern is regarding the Executive Director, the employee should contact the Chair of the IMPO Executive Committee. The IMPO takes claims of harassment seriously, no matter how trivial a claim may appear. All complaints of harassment, sexual harassment, or other inappropriate sexual conduct will be promptly, thoroughly, and impartially investigated by an outside HR Consultant.

The IMPO prohibits retaliation against any employee who files or pursues a harassment claim. To the extent possible, all complaints and related information will remain confidential, except to those individuals who need the information to investigate, educate, or act in response to the complaint.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

Investigations may include interviews with the parties involved, and, where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

At the conclusion of a harassment investigation, the complainant and the accused will be informed of the determination. Where appropriate, counseling or mediation may be offered.

#### *Penalties for Violation of Anti-Harassment Policy*

If it is determined that inappropriate conduct has occurred, the IMPO will act promptly to eliminate the offending conduct and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment and may include such other forms of disciplinary action (such as, for example, suspension), as the IMPO deems appropriate under the circumstances and in accordance with applicable law.

## GENERAL EMPLOYMENT POLICIES AND PRACTICES

### Your Employment Relationship with the IMPO

The Metropolitan Planning Organization generally does not offer individual employees a formal employment contract with the IMPO. Employment is “at will,” meaning that you or the IMPO may end your employment at any time for any lawful reason.

This Manual is not a contract. It does not create any agreement, express or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Manual should be construed as creating a contract guaranteeing employment for any specific duration, nor does the Manual obligate you to continue your employment for a specific period. Unless you have entered into an employment agreement that supersedes this document, either you or the IMPO may terminate the employment relationship at any time. The Manual does not guarantee any prescribed process for discipline and discharge.

No manager or other representative of the IMPO, other than the Executive Director or Deputy Director, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the Board Chair and the employee.

### Open Door Policy

The IMPO encourages open communication, feedback, and discussion about any matter of importance to you. The IMPO’s open door policy means that employees are free to speak with a member of the Management Team about any topic of concern.

Whether you have a concern or suggestion, we want to hear from you. Most problems can be resolved through discussion with your immediate supervisor. This is encouraged as your first effort to resolve an issue. However, an open-door policy means that you may also discuss your issues and concerns with a member of the Management Team. By listening to you, we can improve, resolve concerns, and foster our employees’ understanding of the rationale for practices, processes, and decisions.

The IMPO will attempt to keep all such expressions of concern, investigations, and the terms of the resolution confidential. However, while pursuing a resolution some disclosure of information to others may be necessary. Additionally, your direct supervisor will be included as needed. No employee will be disciplined or otherwise penalized for raising a concern in good faith.

### Recruitment and Hiring

The IMPO’s primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities, or experience needed to perform the work. Decisions regarding the recruitment, selection, and placement of employees are made based on job-related criteria.

When positions become available, qualified current employees are welcome and encouraged to apply for the position. As openings occur, notices relating general information about the position are posted.

We encourage current employees to recruit new talent for the IMPO.

## Employment Applications

The IMPO relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any material misrepresentations, falsifications, or omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

## Background Checks

The IMPO conducts a criminal background check on potential employees in compliance with the Fair Credit Reporting Act (FCRA). A criminal background check is initiated once a conditional offer of employment has been made and accepted by the candidate.

If there is a finding on the criminal record, we will assess the potential risks and liabilities related to the job's requirements using these primary criteria:

1. We will evaluate whether the crime was a felony or misdemeanor and its severity within each classification.
2. The nature of the offense and its job-relatedness. Violent crimes, fraud, theft or receiving stolen property for example may be relevant and serious. A misdemeanor possession charge might not be.
3. We consider how long ago the offense happened and your conduct since that time. The more time that has passed since the offense, the more positive.
4. We may need to speak with you regarding the incident(s) to evaluate whether the incident is still pending.

If a background check contains negative information, the IMPO Management Team will assess the potential risks and liabilities related to the job's requirements and determine whether the individual should be hired. If a decision not to hire a candidate is made based on the results of a background check, there may be certain additional Fair Credit Reporting Act (FCRA) requirements that will be handled by the IMPO Management Team in conjunction with the employment screening service.

Background check information will be maintained in a file separate from employees' personnel file.

## Reporting Arrests & Convictions

A member of the IMPO Management Team should be notified within three (3) calendar days of any arrest, conviction, or entry of a guilty plea for any misdemeanor or felony criminal offense, or immediately upon reporting to work following such arrest, conviction, or plea entry, whichever is earlier. This obligation includes drug or alcohol related offenses but does not apply to minor traffic tickets, infractions, ordinance violation, or citations.

Whether the IMPO will take disciplinary action depends upon a review of all factors involved,

including whether the employee's action was work-related, the nature of the act, and/or resultant circumstances which adversely affect attendance or performance. Disciplinary action is not dependent upon the disposition of any case in court.

Employees are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled due to an arrest may lead to disciplinary action, up to and including termination, for violation of any attendance policy or job abandonment.

## Employment Classifications

The following terms will be used to describe pay and employment classifications which provides for how employees are paid, their employment status with relation to working hours and eligibility for certain benefits:

### *Pay Classifications*

- **Exempt Employees:** Exempt employees whose positions meet the criteria established by the Fair Labor Standards Act (FLSA) are exempt from receiving overtime pay. Exempt employees are paid a set salary regardless of the number of hours worked each workweek. Exempt employees may be required to work additional hours to meet the obligations of their position without the expectation of additional or overtime pay.
- **Non-Exempt Employees:** Non-exempt employees are paid for all hours worked and are entitled to receive overtime pay at 1.5 times their regular rate of pay for hours worked in excess of 37.5 in a workweek.

### *Employment Classifications*

- **Full-Time Employees:** Full-time employees are those who are regularly scheduled to work at least 37.5 hours per week that are not hired on a temporary basis. Full-time employees are eligible for IMPO benefits subject to the terms, conditions, and limitations of each benefit program.
- **Part-Time Employees:** Part-time employees are those who are regularly scheduled to work fewer than 37.5 hours per week that are not hired on a temporary basis. Part-time employees are not eligible for IMPO benefits, except as required by law.
- **Temporary Employees:** Temporary employees are hired for an interim period, usually to fill in for vacations, leaves of absence, or projects of a limited duration. Temporary employees are not eligible for IMPO benefits, except as required by law.
- **Intern:** The goal of the IMPO internship program is to provide students and other new entrants into the field with relevant work experience. Interns will work a flexible schedule to coordinate with their school or work schedule. Interns should have a strong interest in the field and or be seeking a degree in planning, public administration, management or policy, geography, engineering or another related field, or actively pursuing a related career. Interns may be eligible for parking and mileage reimbursement depending upon their role. Otherwise, an intern is classified as a temporary employee working for a limited duration of less than one year and not eligible for IMPO benefits, except as required by law.

## Orientation and Training

To help you become familiar with the IMPO and our way of doing things, the IMPO will provide an orientation and training session within the first few days after you begin work. The content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, the IMPO may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required.

## Immigration Law Applicable to All Employees

The IMPO complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, the IMPO is required by law to terminate your employment.

## Code of Conduct

The IMPO expects employees to behave professionally when interacting with clients, coworkers and visitors. Failure to comply with common standards of conduct for professional offices will result in disciplinary action, up to and including termination of employment. The following examples of employee responsibilities are provided as general guidelines but should not be considered an all-inclusive list of acceptable conduct.

1. Be responsible for all duties as outlined in your job description or as otherwise directed by your supervisor.
2. Work cooperatively with management/supervision, coworkers, clients and vendors.
3. Do not intentionally or carelessly misuse, destroy, steal or damage property of the IMPO or any of its employees, contractors, clients, visitors or vendors.
4. Respect the privacy of others and avoid gossiping, spreading rumors or acting in a way that harms the privacy or reputation of a coworker.
5. Behave and communicate in a professional and responsible manner in all business encounters; avoid swearing or coarse language, including discriminatory or offensive language.
6. Be available for work as assigned and responsive to changes in work schedules made to accommodate the needs of our clients.
7. Maintain regular and dependable attendance.
8. Accurately report hours worked through the timekeeping system, as required.
9. Notify your supervisor prior to your starting time in the event of an unplanned absence or late arrival.
10. Remain alert and awake all times while on duty.
11. Maintain personal hygiene and dress in a manner that conforms to accepted standards for IMPO professional offices.
12. Fully and honestly cooperate in any IMPO investigation.
13. Refrain from any criminal conduct (including off duty conduct).
14. Refrain from conducting personal business or activities during worktime.
15. Refrain from inappropriate or offensive behavior in a professional business environment, including but not limited to celebrations during corporate social functions.

## Progressive Discipline

The IMPO's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The IMPO's primary purpose for administering disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory performance in the future.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: 1) verbal warning, 2) written warning and/or establishment of a performance improvement plan, 3) final written warning or suspension with or without pay, and 4) termination of employment. There may be circumstances when one or more steps are bypassed based on the severity or frequency of the offense. IMPO reserves the right to enforce discipline up to and including immediate termination of the employment of an employee who engages in gross misconduct or another serious offense. An employee placed on unpaid disciplinary suspension will not be allowed to use paid time off to cover the suspension.

While it is impossible to list every type of behavior that may be deemed a serious offense, the policies in this Human Resources Manual and specifically the *Code of Conduct*, include examples of problems that may result in disciplinary action, suspension or termination of employment. By using progressive discipline, we hope that most problems can be corrected at an early stage, benefiting both the employee and the IMPO.

## Code of Ethics & Business Conduct

The IMPO conducts its business fairly, impartially, in an ethical and proper manner, and in compliance with all laws and regulations.

The IMPO is committed to conducting its business with integrity underlying all relationships. The highest standards of ethical business conduct are required of employees in the performance of their responsibilities. Employees will not engage in conduct or activity that may raise questions as to the IMPO's honesty, impartiality or reputation or otherwise cause embarrassment to the IMPO. Employees will avoid any action, whether specifically prohibited in the personnel policies, which might result in or reasonably be expected to create an appearance of:

- Using public office or public position for private gain
- Giving preferential treatment to any person or entity
- Losing impartiality
- Unethical or fraudulent conduct
- Adversely affecting the confidence of the public in the integrity of the IMPO

Every employee has the responsibility to ask questions, seek guidance, report suspected violations and express concerns regarding compliance with this policy. The IMPO will communicate to employees its commitment to integrity and uncompromising values. The IMPO will inform employees of policies and procedures regarding ethical business conduct and assist them in resolving questions and in reporting suspected violations. Retaliation against employees who use these reporting mechanisms to raise genuine concerns will not be tolerated.

The IMPO is responsible for providing policy guidance and issuing procedures to assist employees in complying with expectations of ethical business conduct and uncompromising values. This policy constitutes the standards of ethical business conduct required of all employees. Supervisors are responsible for supporting the implementation and monitoring compliance.

#### *Conflict of Interest*

The IMPO strives to provide the best service to our stakeholders, and we require the full attention and efforts of our talented employees, directors, and board members. To this end, the IMPO focuses on shared values, purpose and vision.

All employees, directors and officers are asked to disclose possible conflicts to the Executive Director. The IMPO considers employment outside an individual's position with the organization permissible if it:

- Does not interfere, compete or conflict with the IMPO's interest, and
- Does not diminish the responsibilities to meet all related responsibilities and demands of their role with the IMPO

#### *Political Activity Involvement*

An employee shall not engage in political activity while on IMPO time or with IMPO resources. No employee may request or compel political activity by a person under threat or promise of official action or inaction. It is NOT a violation of the code of conduct to encourage an employee to work the polls in an official position on election day.

#### *Gift and Entertainment Policy*

The IMPO follows the INDOT policy (42 IAC 1-5-1 Gifts; Travel Expenses; Waivers) for Gifts and Entertainment which can be found posted in the HRIS. All directors, board members and staff shall avoid the receipt of payments, gifts, entertainment or other favors which go beyond common courtesy, or are not usually associated with accepted business practice and, therefore, might be regarded as placing them under some obligation to a third party dealing or desiring to deal with the IMPO.

#### **Whistle Blower/ Complaint Resolution**

In keeping with the policy of maintaining the highest standards of conduct and ethics, the IMPO will investigate complaints of suspected fraudulent or dishonest use or misuse of its resources or property by staff, board members, consultants, or volunteers.

The IMPO will also investigate complaints concerning its programs and services. Staff, board members, consultants, volunteers, and community members are encouraged to report suspected fraudulent or dishonest conduct or problems with services provided, pursuant to the procedures set forth below.

This policy supplements, and does not replace, any procedures required by law, regulation, or funding source requirements.

### *Reporting*

A person's concerns about possible fraudulent or dishonest use or misuse of resources or property, or program operation, should be reported: to the IMPO's Executive Director (if an employee or volunteer); to the Chairperson of the IMPO Executive Committee (if a board member); to the IMPO Executive Director (if a client or community member).

If, for any reason, a person finds it difficult to report their concerns to such person, they may report the concerns directly to the Chairperson of the IMPO Board of Directors.

Alternately, to facilitate reporting of suspected violations where the reporter wishes to remain anonymous, a written statement may be submitted to one of the individuals listed above.

### *Investigation*

All relevant matters, including suspected but unproved matters, will be promptly reviewed and analyzed, with documentation of the receipt, retention, investigation, and treatment of the complaint. Appropriate corrective action will be taken, if necessary, and findings may be communicated to the reporting person and their supervisor, if appropriate. Investigations may be conducted by independent persons such as auditors and/or attorneys. Investigators will endeavor to maintain appropriate confidentiality, but confidentiality is not guaranteed.

### *No Retaliation*

No director, manager, employee, volunteer, or board member who in good faith reports suspected fraudulent or dishonest use or misuse of its resources or property or complaints concerning the services it provides and programs the IMPO runs shall suffer harassment, retaliation, or adverse employment or other consequence.

An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower/ Complaint Resolution Policy is intended to encourage and enable employees and others to raise serious concerns within the organization prior to seeking resolution outside the organization. The Policy is in addition to any non-retaliation requirements contained in the IMPO Personnel Policies or required by law.

This protection from retaliation is not intended to prohibit supervisors from acting, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors. Individuals making complaints must be cautious to avoid baseless allegations; employees who intentionally make false allegations are subject to disciplinary action in accordance with the IMPO Personnel Policies.

## WORKPLACE POLICIES

### Hours of Work and Flex Time *(Updated 05/15/2026)*

The IMPO recognizes that employees may need flexibility in their work schedules to meet personal and professional obligations. Work schedules are established to support operational needs while allowing reasonable flexibility where appropriate.

The IMPO's workweek is defined as a seven (7) consecutive day period beginning Monday and ending Sunday and is used for the administration of work schedules and overtime for non-exempt employees.

Office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Core work hours are 9:30 a.m. to 3:00 p.m. Employees are expected to be working and available during their scheduled work hours. Core work hours are designated to ensure consistent availability for collaboration, meetings, and service needs across the organization.

An employee's regular work schedule, including start and end times, is established at the time of hire and must be approved by the employee's supervisor. For employees with hybrid work arrangements, additional expectations are outlined in the *Remote Work* policy.

Outside of core work hours, employees may flex their start and end times to complete their 37.5-hour workweek, provided the nature of the role allows for such flexibility and the schedule is approved by the employee's supervisor.

Flex time adjustments for non-exempt (hourly) employees must occur within the same workweek and may not be carried over into a subsequent workweek. Flex time adjustments for exempt (salaried) employees must occur within the same pay period and may not be carried over into a subsequent pay period.

Any ongoing or significant changes to an employee's regular schedule must be reviewed and approved in advance by the employee's supervisor. Occasional or temporary adjustments may be permitted at the supervisor's discretion.

Employees are responsible for ensuring their work schedules support team collaboration, customer service, and the operational needs of the IMPO.

### Breaks

Rest breaks are to be no longer than 15 minutes. You are not required to take a break, but we encourage it for your health and well-being. Breaks are offered 2 times a day for full-time employees who work 6 hours or more daily. They are offered only once a day for part-time employees who work 5 hours or less daily. Rest breaks are on the clock, meaning you don't have to record your rest break.

### Remote Work *(Updated 05/15/2026)*

This Remote Work (RW) policy applies to IMPO employees. Work schedules, including expected hours and flexibility in start and end times, are established in accordance with the *Hours of Work* and *Flex Time* policies. The *Remote Work* policy specifically governs approved remote workdays and expectations for working offsite.

The IMPO's Remote Work (RW) policy is discretionary and is intended to provide work location flexibility where appropriate. Remote Work is not an entitlement and in no way alters the terms and conditions of employment with the IMPO.

To be considered eligible for RW, an employee must at least "Meet Expectations" in their most recent performance review and not be on an employee performance improvement plan. Eligibility also depends on the nature of the employee's role and whether job duties can be effectively performed remotely. Final approval of all RW arrangements is the discretion of the Executive Director, based on performance, training needs, and operational considerations.

This RW policy allows employees to regularly work remotely for up to two days per week under normal circumstances. Requests to participate in this Remote Work policy must be made using the IMPO Remote Work Form and be approved by the employee's immediate supervisor and the Executive Director. The Executive Director may set required days in the office at their discretion, and the Executive Director retains the right to deny any approved, active, or pending RW request at any time. Non-participating employees are expected to be in the office five days a week during your scheduled working hours. The Executive Director and supervisors may authorize short-term deviations from RW agreements at their discretion, without requiring a formal RW request.

As part of the RW request, staff may designate two (2) weekly remote days with their supervisor when the employee will be available within core work hours. Approval or denial of the RW request is Executive Director's discretion, in coordination with the employee's supervisor. Employees can adjust their remote days quarterly or renew their active RW arrangement passively, no resubmission required. Any changes to the RW days must be approved by the employee's supervisor.

Once approved, the Remote Work form defines the employee's regular remote workdays. Work hours are established and managed in accordance with the *Hours of Work and Flex Time* policy. Typical work hours may be documented for reference.

A new Remote Work request is required when there is a change to an employee's designated remote workdays. Changes to work hours alone do not require a new Remote Work request and should be managed in accordance with the *Hours of Work and Flex Time* policies with supervisor's approval.

While working under the approved RW schedule, staff are expected to:

- Be working and available during their designated work hours as well as core hours on the days specified on their RW form.
- Maintain active Microsoft Teams on their IMPO other approved device to show their presence and availability.
- Resolve any Microsoft Teams issues within four hours or report to the office until the issue is resolved.

Staff may have required in-person meetings as directed by their supervisor or the Executive Director. The employee's RW schedule should reflect these days and should not include

remote work on these days unless coordinated with the supervisor and/or Executive Director in advance.

The IMPO has these requirements for meetings:

- Staff participating in meetings remotely are strongly encouraged to have the camera on their IMPO or personal device turned on and adhere to the IMPO's Dress Code.
- Staff presenting or participating in IMPO Technical and Policy Committee meetings, are required to have the camera on their device turned on and adhere to the IMPO's Dress Code.
- Calling into meetings by phone or not using the device's camera will be allowed when pre-approved by the supervisor.

#### *State of Residency Change During Remote Work*

IMPO requires that any employee who intends to change their state of residence submit the proposed change for formal review and written approval prior to relocating.

1. Notify your supervisor and the Executive Director in writing at least ninety (90) days prior to the anticipated move and include a formal request for review and preapproval of the out-of-state residency change. The request must include the proposed new address and intended date of relocation.
2. IMPO leadership will review and respond to the request within three (3) weeks.
3. Requests may be approved or denied based on operational impact, compliance requirements, or budgetary considerations.

Requests will be evaluated on a case-by-case basis. IMPO reserves the right to deny continued employment for employees who relocate outside of Indiana without prior written approval.

#### *Temporary Out-of-State Work*

While remote work may allow an employee to work from any location, the IMPO requires prior approval for out-of-state work arrangements that extend beyond an employee's approved Remote Work schedule.

Approval is required when out-of-state work exceeds the employee's typical Remote Work schedule or changes the employee's normal work schedule or availability. Employees must submit a request to the Executive Director in advance, including the proposed dates, location, and reason for the request. Requests should be submitted at least two (2) weeks in advance, but we recognize there may be limited circumstances where such advance notice is not possible.

The IMPO reserves the right to approve or deny temporary out-of-state work requests based on business and compliance considerations.

### *Alternative Work Schedule*

The IMPO also offers employees the opportunity to utilize an Alternative Work Schedule (AWS) for mid-to-long term deviations to an employee's established work schedule within the context outlined below. The Executive Director has discretion to approve or deny an AWS request and may authorize short-term deviations without an AWS request. An AWS request must be submitted in the following circumstances:

- If normal work hours will extend beyond or omit a portion of core hours;
- if normal work will be done on weekends;
- if more than two days a week will be remote;
- if any of the required in-office days will normally be remote;
- if work will be conducted intermittently while on Leave of Absence; or
- in any other circumstance where the Executive Director deems an AWS request necessary.

Employees must make an official request to their supervisor to participate in the Alternative Work Schedule. Supervisors, if they deem it appropriate for the employee and their section, will authorize the employee to submit an AWS Request Form in NeoGov. The decision to approve or deny the request, and the beginning and end dates of the AWS, will be at the discretion of the Executive Director. If approved, an AWS Agreement must be signed by the employee, their immediate supervisor, and the Executive Director that details the specifics of the AWS arrangement for that employee.

The AWS Agreement specifies the conditions applicable to an arrangement for performing work from a home office on a regular basis outside of the RW policy. The employee agrees to participate in the AWS Policy and to adhere to applicable policies and procedures as established in the AWS Agreement. In addition, the employee agrees that the IMPO will not be held responsible for costs, damages or losses resulting from the cessation of participating in the AWS Policy. The AWS Agreement is between the employee, their supervisor and the Executive Director and can be terminated at any time by the Executive Director.

### **Time Recordkeeping**

Hourly employees are required to accurately record their stop and start times each workday and for lunch breaks. Falsification of hours worked may result in disciplinary action up to and including termination.

When taking lunch, leaving for an appointment or taking care of personal business, hourly employees must note accordingly on their time sheet.

All employees, exempt/salary and non-exempt/hourly, must use available Paid Time Off when unable to work their regularly scheduled hours.

When non-exempt employees fall short of their regularly scheduled weekly hours, Paid Time

Off will be added to the timecard by the supervisor. If a non-exempt employee has no available Paid Time Off, the time off will be unpaid. Excessive use of unpaid days off will be reviewed and may be subject to disciplinary action.

Timesheets must be approved by both the employee and the supervisor. The employee's approval indicates the employee agrees that the time reflected on the timesheet is accurate.

Requests to work more than your regularly scheduled hours in a work week must be preapproved by the supervisor. Failure to obtain preapproval may result in disciplinary action, up to and including termination.

## Additional and Overtime Hours

The IMPO's standard work week is 37.5 hours. A workweek is defined as a 7-day period starting on Monday and ending on Sunday. Two workweeks constitute a single pay period.

Because of the nature of our business, your job may periodically require you to work more than your regularly scheduled hours. If the IMPO requires that you work additional hours, you will be given as much advance notice as possible.

Exempt employees are paid a standard salary regardless of the number of hours worked in a week.

Non-exempt employees are compensated at a rate of 1.5 times their regular rate of pay when time worked is greater than 37.5 hours in a work week. Non-exempt employees may not work hours in excess of their regular schedule hours without prior approval by their immediate supervisor or the designated manager.

Paid leave hours (PTO, Holiday, Bereavement, etc.) will not be counted as "hours worked" for the purpose of calculating overtime for non-exempt employees.

Working overtime hours without prior approval may subject an employee to corrective action, up to and including termination of employment.

## Attendance and Punctuality

It is important for you to report to work on time and to avoid unnecessary absences. The IMPO recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action, up to and including termination. Excessive absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and can have a negative impact on the success of the IMPO.

You are expected to report to work when scheduled, whether that is in office or remote. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor or the designated manager. If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with a manager. If you must leave a voicemail, you must provide a number where your supervisor may reach you if need be.

Please note that some, but not all, absences are compensated under the IMPO's leave policies.

You are expected to be at your workstation or worksite at the beginning of each business day. If you are delayed, you must call or text your immediate supervisor to state the reason for the delay. As with absences, you must make every effort to speak directly with a manager. Regular delays in reporting to work will result in disciplinary action up to and including termination. Employees who are absent for three business days without reporting the absence to their supervisor will be considered to have voluntarily resigned as a result of job abandonment.

### Lactation Accommodation *(Updated 05/15/2026)*

In accordance with the federal Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP Act), IMPO will provide reasonable break time to any employee who needs to express breast milk for their child. This applies to all employees, including exempt (salaried) employees, for as long as they have a need to express milk, consistent with federal requirements.

IMPO will provide a private space, other than a bathroom, that is shielded from view and free from intrusion, for employees to use for expressing breast milk.

To the extent possible, lactation breaks will be taken at the same time as any breaks already offered to the employee. The IMPO will make reasonable efforts to provide a refrigerator or other cold storage space for keeping milk that has been expressed.

Employees seeking accommodation under this policy should contact the Executive Director. IMPO will not retaliate against associates who request or obtain accommodation in accordance with this policy.

### Employment of Relatives and Relationships at Work

The IMPO wants to ensure that organizational practices do not create situations such as conflict of interest or favoritism based on the employment of relatives or romantic relationships that may develop between employees. This policy extends to practices that involve employee hiring, promotion, and transfer.

Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined as the following: husband, wife, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister, sister-in-law, step relatives and cousins.

Individuals will not be hired or promoted into a position that would create a conflict with the IMPO's policies. If employees begin a dating relationship or become relatives, partners, or members of the same household, and one party is in a supervisory position, that person is required to inform the Executive Director of the relationship. The employees will have 30 days to resolve the situation on their own by means of transferring to a different role or seeking employment outside of the IMPO. During those 30 days, the supervisory employee will not be involved or have direct input in the employment decisions of the other employee. If after 30 days, the employees have not yet resolved the situation on their own by a means

acceptable to the IMPO, the IMPO will determine the most appropriate action for the specific situation. This may include transfer or, if necessary, termination of one of the employees.

The IMPO reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if no direct reporting relationship or authority is involved.

Any exceptions to this policy must be approved by the Executive Director. Written justification for the exception must be submitted to the Executive Director prior to any employment decisions.

### Inclement Weather

The IMPO is open for business unless there is a government-declared state of emergency or unless you are advised otherwise by the Executive Director. There may be times when the IMPO will delay opening, and on rare occasions, may have to close. The office will close or delay opening when the City of Indianapolis City-County Building is closed or delayed. Use common sense and your best judgment when traveling to work in inclement weather.

In the event the IMPO's facilities are closed by the IMPO or the government, employees will be expected to work remotely. If you are delayed getting to work or cannot get to work at all because of inclement weather or cannot work remote, the absence will be charged to (1) paid time off or (2) unpaid time off, in that order. You should always use your judgment about your own safety in getting to work.

When severe weather develops or is anticipated to develop during the day and a decision is made by the IMPO to close before 5 p.m., it will be expected that the employee work remote unless otherwise noted.

### Dress Code and Public Image

As an employee of IMPO, we expect you to present a clean and professional appearance when you represent us, whether you are in or outside of the office. You are, therefore, required to dress in appropriate business attire and to behave in a professional, business-like manner. It is essential that you always act in a professional manner and extend the highest courtesy to co-workers, visitors, customers, vendors and clients. If you are unsure how to dress for a meeting, please talk with your supervisor for direction.

#### *In-Office Dress Code – Dressy Casual*

The in-office IMPO dress code is dressy casual. Please keep in mind, however, that the IMPO is a professional business office, where elected officials and others may visit or be present for remote meetings and events. Dressy casual is defined as a balance between formal and casual. It is a step above casual; true casual is not appropriate for the office. While dressy casual includes jeans, the jeans must be a dark washed denim and must not be distressed or torn.

- Tops: All shirts with collars, dressy crewneck or V-neck shirts, sweaters, blouses, golf and polo shirts; any IMPO-issued clothing. Examples of inappropriate shirts include T-shirts, shirts with inappropriate slogans, tank tops, muscle shirts, camouflage and crop tops.

- Bottoms: Casual slacks or capris and trousers and dark wash jeans (must not be distressed); skirts or dresses of appropriate length. Examples of inappropriate pants include shorts, camouflage, and pants worn below the waist or hip line.
- Footwear: Casual slip-ons, tie shoes, dress sandals, and clean athletic shoes.

Generally, clean, neat clothing is acceptable. As always, please use common sense in your choice of work attire.

#### *Board, Partner, Public Meeting Dress Code – Business Casual*

The IMPO dress code for board, partner, and public meetings (aside from outdoor casual events) is business casual. Business casual is intended to give a professional and businesslike impression and is more formal than dressy casual. Business casual excludes jeans of any type.

- Tops: Shirts with buttons and collars, blouses, golf and polo shirts are acceptable. Suit jacket, sports coats, blazers or cardigans are strongly encouraged.
- Bottoms: Slacks, trousers, khaki pants, capris, and skirts are acceptable. Shorts and jeans of any type are unacceptable regardless of material, condition, or style.
- Footwear: Dress shoes (tie or slip-on), dress sandals.

It is the intent of this policy to comply with applicable state, local and federal laws prohibiting discrimination on the basis of color, race, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, veteran status and any other status protected under such laws.

#### Workspace

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the IMPO's overall dedication to providing quality service to its clients. Therefore, your workspace in the office or in a remote location should be clean, organized and generally free of items that are not required to perform your job or inappropriate.

#### Office Equipment

Certain equipment is assigned to staff depending on the needs of the job, such as a personal computer, tablets, projectors, a printer, and access to our central computers and servers. This equipment is the property of the IMPO and cannot be removed from the office without prior approval from your supervisor. The IMPO expects that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

#### Personnel Records

It is always important that the IMPO maintain accurate personnel records. You are responsible for notifying your immediate supervisor, the office manager or the Management Team of any change in name, home address, telephone number, immigration status, or any other pertinent information. By promptly notifying the IMPO of such changes, you will avoid compromise of your benefit eligibility, the return of W-2 forms, or similar inconvenience.

## Performance Reviews and Salary Reviews

An employee's first performance review will take place after the first three months with the IMPO. Thereafter, performance reviews will normally be conducted at a minimum annually. Additional or more frequent reviews are encouraged. All performance reviews will be completed in writing by your supervisor or manager on the form or on-line system designated by the IMPO and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with IMPO employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are given by the IMPO at its discretion in consideration of various factors, including your performance review.

## Information Technology

In addition to the policies in this Manual, IMPO has Information Technology policies and procedures in NeoGov that employees should review and follow. Please see your supervisor for more details.

## Internet Access

The IMPO's email system and internet access may not be used for non-business-related purposes without prior authorization. In no event will an employee be allowed to transmit, retrieve, or store any information which may violate applicable copyright laws, or which may be prohibited from using the IMPO's email system or Internet access in a manner inconsistent with the Information Services Agency (ISA) Acceptable Use Policy.

### *Right to Monitor*

The IMPO email and Internet system is always the property of the IMPO. By accessing the Internet and email services through facilities provided by the IMPO, you acknowledge that the IMPO (by itself or through its Internet Service Provider) may from time-to-time monitor, log and gather statistics on employee Internet activity and may examine all individual connections and communications. Please note that the IMPO uses email filters to block spam and computer viruses. These filters may from time-to-time block legitimate email messages.

All information is subject to public scrutiny.

### *Responsibilities and Obligations*

Employees may not access, download or distribute material that is illegal, or which others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing, or an incitement to violence.

You must respect and comply with copyright, trademark and similar laws, and use such protected information in compliance with applicable legal standards. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within the IMPO.

### *Violation of this Policy*

In all circumstances, use of Internet access and email systems must be consistent with the law and IMPO policies. Violation of this policy is a serious offense and, subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities to disciplinary action, up to and including termination.

### **Email**

The email system is the property of the IMPO. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the IMPO.

The IMPO email system is IMPO property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using IMPO hardware and software.

Electronic mail is like any other form of IMPO communication and may not be used for harassment or other unlawful purposes. Your email account is an IMPO-provided privilege and is IMPO property. Remember that when you send email from the IMPO domain, you represent the IMPO whether your message is business-related or personal.

### *Confidentiality of Electronic Mail*

All emails are subject to the Freedom of Information Act and the Indiana Access to Public Records Act. As noted above, electronic mail is always subject to monitoring, and the release of specific information is subject to applicable laws and IMPO rules, policies and procedures on confidentiality. Existing rules, policies and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

### **Social Media**

This policy governs employee use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, X (Twitter), LinkedIn, Tumblr, Instagram, Reddit, Snapchat, and blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

IMPO respects the rights of all employees to use social media. However, because communications by employees on social media could negatively impact business operations, client and vendor relations, or create legal liability, it is necessary for IMPO to provide these guidelines. These guidelines are intended to define the types of conduct that are prohibited and are not meant to restrict employees' rights to protected speech or to discuss or share information related to their wages, hours, or other terms and conditions of employment.

Employees engaging in use of social media are subject to all of IMPO's policies and procedures, including, but not limited to, policies: (1) protecting trade secrets and confidential information related to IMPO's operation; (2) safeguarding company property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of company computers, telephone systems, and other electronic and communication systems owned or provided by IMPO.

### *Professional Use of Social Media*

Professional use refers to activities conducted on behalf of IMPO or during working hours using IMPO accounts, networks, equipment, and/or resources. Employees representing IMPO on social media must:

1. Be authorized by management to share content related to the organization's official positions or policies and only on social media accounts that have been approved by IMPO.
2. Clearly identify themselves and their role at IMPO.
3. Use IMPO-approved branding and messaging.
4. Ensure accuracy of information shared.
5. Refrain from posting confidential, defamatory, discriminatory, or harassing content.
6. Social media account ownership: To the extent an employee is authorized as part of their job duties to use social media account(s) to advance the IMPO's interests, IMPO, not the employee, owns the account(s) and employees are required to return all logins and passwords for such accounts at the end of employment.

### *Personal Use of Social Media*

Personal use refers to employee social media activity conducted outside of work hours and not using employer resources, including your company email address, a company issued device, or company networks. Employees have the right to use social media personally to express their personal opinions. However, when discussing topics related to their work or IMPO, employees:

1. May not use their IMPO assigned email address for a personal social media account.
2. Must include this statement "The opinions expressed here are personal and do not represent the views of IMPO".
3. May not disclose confidential or proprietary information.
4. May not use official titles, logos, trademarks or other IMPO branding unless previously approved by management.
5. Should be mindful that personal social media activity can reflect on IMPO.

### *Prohibited Activity*

The following activities, whether committed in an employee's professional or personal use of social media, are prohibited under this Policy:

1. Unauthorized use or disclosure of IMPO or client/vendor confidential or proprietary information or trade secrets. Using or disclosing documents or similar information that has been designated or marked as business sensitive, confidential/private, intellectual property, or business use only in an unauthorized manner. Examples of confidential information include client or vendor information, trade secrets, non-public financial performance information and strategic business plans.
2. Using social media to post or to display comments about co-workers, supervisors, clients, vendors, planning partners, or members of management that are obscene, physically threatening or intimidating, or otherwise constitute a violation of IMPO's workplace policies against discrimination, retaliation, or harassment.
3. Posting or displaying content that is an intentional public attack on the quality of the IMPO's services in a manner that a reasonable person would perceive as calculated to harm our organization.
4. Disclosing or publishing any promotional content about IMPO or its services without management approval.
5. Using social media while on working time, unless it is being used for IMPO business and with the authorization of management.

All employees are expected to comply with this policy. Questions or concerns about compliance with this policy can be addressed to your manager or the Executive Director. Violations of this policy may result in disciplinary action up to and including termination of employment.

## Generative Artificial Intelligence (AI) Chatbot Usage

With the increasing popularity of generative AI chatbots such as OpenAI's ChatGPT and Google's Bard, it has become necessary to outline the proper use of such tools while working at IMPO. While we remain committed to adopting new technologies to aid our mission when possible, we also understand the risks and limitations of generative AI chatbots and want to ensure responsible use. Our goal is to protect employees, clients, suppliers, customers and the organization from harm.

### *Overview*

While AI chatbots can be used to perform a variety of functions, this policy addresses only the use of a web-based interface to ask or "prompt" the chatbot in a conversational manner to find answers to questions or to create or edit written content.

Some examples of what could be created using an AI chatbot include:

- Emails and letters.
- Blog posts, reports and other publications.
- Sales and advertising copy.
- Policies and job descriptions.
- Spreadsheet calculations.
- Foreign language translations.
- Coding development or debugging.
- Document or information sorting.
- Outlines or summaries of internal or external information.

There are, however, risks in using this technology, including uncertainty about who owns the AI-created content and security/privacy concerns with inputting proprietary company information or sensitive information about an employee, client, customer, etc., when interacting with the chatbot. Additionally, the accuracy of the content created by these technologies cannot be relied upon, as the information may be outdated, misleading or sometimes fabricated.

### *Eligibility*

This policy applies to all employees of IMPO and to all work associated with IMPO that those employees perform, whether on or off company premises.

### *Policy*

Limited use of generative AI chatbots will be allowed while performing work for IMPO with the approval of your immediate supervisor. IMPO email addresses, credentials or phone numbers may be used to create an account with these technologies. No company data of any kind may be submitted (copied, typed, etc.) into these platforms.

Employees wishing to use generative AI chatbots must inform their direct supervisor on how the chatbot will be used. Managers will approve or deny requests within five business days.

All AI-generated content must be reviewed for accuracy before relying on it for work purposes. If a reliable source cannot be found to verify factual information generated by the chatbot, that information cannot be used for work purposes.

Acceptable uses include:

- For general-knowledge questions meant to enhance your understanding on a work-related topic.
- To brainstorm ideas related to projects you are working on.
- To create formulas for Excel spreadsheets or similar programs.
- To develop or debug code, to be verified before deployment.
- To draft an email or letter.
- To summarize online research or to create outlines for content projects to assist in full coverage of a topic. Only content written by employees may be included in a final product.

Unacceptable uses include:

- Using any text created by an AI chatbot in final work products of any kind.
- Copying and pasting, typing, or in any way submitting company content or data of any kind into the AI chatbot.
- Failing to properly cite an AI chatbot when used as a resource.

### *Ethical Use*

Employees must use generative AI chatbots in accordance with all IMPO's conduct and antidiscrimination policies. These technologies must not be used to create content that is inappropriate, discriminatory or otherwise harmful to others or the company. Such use will result in disciplinary action, up to and including termination.

### *Monitoring*

IMPO's Information Technology policy and relevant monitoring policies still apply when using generative AI chatbots with company equipment. If you have any questions regarding this policy, please contact the Executive Director. Employees in violation of this policy will be subject to disciplinary action up to and including termination.

## Employee Privacy

In this age of the Internet where privacy has become an increasing concern, we take your privacy very seriously. The privacy and security of your personal data ("Personal Information") which we collect from you is important to us. It is equally important that you understand how we handle this data. The IMPO will not knowingly collect or use Personal Information in any manner not consistent with this policy, as it may be amended from time to time, and applicable laws.

### *Collection of Information*

In the course of conducting our business and complying with federal, state, and local government regulations governing such matters as employment, tax, insurance, etc., we must collect Personal Information from you. The nature of the information collected varies somewhat for each employee, depending on your employment responsibilities, the location of the facility where you work, and other factors. We collect Personal Information from you solely for business purposes, including those related directly to your employment with the IMPO, and those required by governmental agencies.

### *Use of the Information Collected*

The primary purposes for collection, storage and/or use of your Personal Information include, but are not limited to:

- Human Resources Management. We collect, store, analyze, and share (internally) Personal Information to attract, retain, and motivate a highly qualified workforce. This includes recruiting, compensation planning, succession planning,

reorganization needs, performance assessment, training, employee benefit administration, compliance with applicable legal requirements, and communication with employees and/or their representatives.

- Business Processes and Management. Personal Information is used to run our business operations including, for example, scheduling work assignments, managing IMPO assets, reporting and/or releasing public data (e.g., annual reports, etc.); and populating employee directories. Information may also be used to comply with government regulation.
- Safety and Security Management. We use such Personal Information as appropriate to ensure the safety and protection of employees, assets, resources, and communities.
- Communication and Identification. We use your Personal Information to identify you and to communicate with you.

#### *Limited Disclosure*

The IMPO acts to protect your Personal Information and ensure that unauthorized individuals do not have access to such information by using security measures to protect Personal Information. We will not knowingly disclose, sell, or otherwise distribute your Personal Information to any third party without your knowledge and, where appropriate, your express written permission, except where disclosure is reasonably necessary to comply with the law.

#### *Security of Personal Information*

We employ reasonable security measures and technologies, such as password protection, encryption, physical locks, etc., to protect the confidentiality of your Personal Information. Only authorized employees have access to Personal Information. If you are an employee with such authorization it is imperative that you take the appropriate safeguards to protect such information. Paper and other hard copy containing Personal Information (or any other confidential information) should be secured in a locked location when not in use. Computers and other access points should be secured when not in use by logging out or locking. Passwords and user IDs should be guarded and not shared. When no longer necessary for business purposes, paper and hard copies should be immediately destroyed using paper shredders or similar devices. Do not leave copies in unsecured locations waiting to be shredded or otherwise destroyed. Do not make or distribute unauthorized copies of documents or other tangible medium containing Personal Information. Electronic files containing Personal Information should only be stored on secure computers and not copied or otherwise shared with unauthorized individuals within or outside of the IMPO.

The IMPO will make reasonable efforts to secure Personal Information stored or transmitted electronically from hackers or other persons who are not authorized to access such information.

Any violation or potential violation of this policy should be reported to your immediate supervisor, designated manager, or the Management Team. The failure by any employee to follow these privacy policies may result in discipline up to and including discharge of the employee. Any questions or suggestions regarding this policy may also be directed to your

immediate supervisor, designated manager, or the Management Team.

## Telephones

Access to the IMPO telephone system is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities. Telephone usage should be based upon cost-effective practices that support the IMPO's mission and should comply with applicable rules and regulations.

You should use common sense and your best judgment when making or receiving personal cellular phone calls at work. To the extent possible, employees should make personal cell phone calls during their breaks or lunch times. The use of cameras on cell phones during work hours is only allowed for pictures and videos for your job-related needs. However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal law.

The IMPO's telephone system is always the property of the IMPO. By accessing the telephone system through facilities provided by the IMPO, you acknowledge that the IMPO has the right to monitor its telephone system from time to time to ensure that employees are using the system for its intended purposes.

The IMPO prohibits the use of hand-held cellular devices while driving. Employees are strongly encouraged to use a hands-free cellular device while driving, should the use become a necessity in the course of employment. Manually operating a cell phone is expressly prohibited while operating any vehicle.

## Smoking

To provide a safe and comfortable working environment for all employees, smoking is always strictly prohibited inside any IMPO building or within 8 feet (or as posted) of the public entrance to any worksite.

## Drug- and Alcohol-Free Workplace

### *Purpose*

In compliance with the Drug-Free Workplace Act of 1988, IMPO has a commitment to provide a safe and productive work environment. Alcohol and drug abuse is a threat to the health and safety of IMPO employees and to the security of the organization's equipment and facilities. For these reasons, IMPO is committed to the elimination of drug and alcohol use and abuse in the workplace.

### *Scope*

This policy applies to all employees and all applicants for employment of IMPO. The Executive Director is responsible for policy interpretation, administration, and enforcement.

### *Employee Assistance*

Employees with drug or alcohol problems that have not resulted in and/or are not the immediate subject of disciplinary action, may request approval to take an unpaid leave of absence to participate in rehabilitation or treatment. Should the employee have available

paid time off, the employee may request approval to use accrued paid time off. IMPO will assist the employee by providing referrals under the IMPO Employee Assistant Program or the IMPO health plan if the employee is enrolled.

If an employee is requested to submit to a drug test due to suspected impairment on the job and the employee tests positive, the employee will have forfeited the opportunity to be granted a leave of absence for treatment and will face possible discipline, up to and including discharge.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

### *Work Rules*

1. Whenever employees are working, are operating any IMPO vehicle or their personal vehicle while on IMPO time, are present on IMPO premises or are conducting IMPO-related work offsite, including any remote work arrangements, they are prohibited from:
  - a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
  - b. Being under the influence of alcohol or an illegal drug as defined in this policy.
  - c. Possessing alcohol at onsite work locations or consuming alcohol during work hours.
2. The presence of any detectable amount of any illegal drug, illegal controlled substance or alcohol in an employee's body system, while performing IMPO business or while in an IMPO facility, is prohibited.
3. IMPO will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in a container labeled by a licensed pharmacist or be prepared to produce the container if asked.
4. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

### *Reasonable Suspicion and Testing*

Employees are subject to testing when there are enough objective factors supporting evidence that an employee may be under the influence of drugs or alcohol while on IMPO time. The Executive Director and the employee's supervisor should be consulted before sending an employee for testing. Some of the specific observations and behaviors outside what one might consider normal for a specific employee that create a reasonable suspicion of being under the influence of drugs or alcohol include:

- Odors (smell of alcohol, odor on clothing).
- Movements (unsteady, fidgety, dizzy).

- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

When reasonable suspicion testing is warranted, the Executive Director will meet with the employee to explain the observations and the requirement to undergo immediate drug and/or alcohol testing. Refusal by an employee will be treated as a positive drug test result and will result in termination of employment

*Under no circumstances will the employee be allowed to drive themselves to the testing facility. A member of management must transport the employee or arrange for transportation to the testing facility and transportation home.*

#### *Post-Accident*

Employees are subject to testing when they cause or contribute to accidents that seriously damage IMPO property or that results in an injury to themselves or another employee requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

Under no circumstances will the employee be allowed to drive themselves to the testing facility. A member of management must transport the employee or arrange for transportation to the testing facility and transportation home.

#### *Collection and Testing Procedures*

IMPO has contracted with a local occupational health clinic to administer testing in accordance with the established standards for collecting and processing specimens for drug and alcohol testing. IMPO reserves the right to request a breath, blood or saliva test when ordering alcohol testing.

#### *Consequences*

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the IMPO believes they are impaired, under no circumstances will the employee be allowed to drive themselves home.

Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances and the employee's work history/record, IMPO may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by IMPO for a minimum of one year but not more than two years as well as a

waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be immediately discharged from employment.

Employees will be paid for time spent in alcohol or drug testing and then suspended without pay pending the results of the drug or alcohol test. After the results of the test are received, IMPO management and HR will meet with the employee to review the results. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension. A discussion of the behavior that led to testing may also be reviewed.

#### *Confidentiality*

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the Medical Review Officer of the occupational health clinic will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

#### *Inspections*

IMPO reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

#### *Crimes Involving Drugs*

IMPO prohibits all employees, including employees performing work under government contracts, from manufacturing, distributing, dispensing, possessing, or using an illegal drug in or on IMPO premises or while conducting IMPO business. IMPO employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel may be notified, as appropriate, when criminal activity is suspected.

IMPO does not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, IMPO reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off IMPO premises while conducting IMPO business. All employees who are convicted of, plead guilty to or are sentenced for a crime involving an illegal drug or alcohol use are required to report the conviction, plea or sentence to the Executive Director within five days. Failure to comply will result in automatic discharge. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with IMPO.

### *Definitions*

“IMPO premises” includes all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased or managed by IMPO or any site on which the IMPO is conducting business.

“Illegal drug” means a substance whose use or possession is controlled by federal law but that is not being used or possessed under the supervision of a licensed health care professional. (Controlled substances are listed in Schedules I-V of 21 C.F.R. Part 1308.)

“Refuse to cooperate” means to obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.

“Under the influence of alcohol” means an alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

“Under the influence of drugs” means a confirmed positive test result for illegal drug use per this policy. In addition, it means the misuse of legal drugs (including both prescription and over-the-counter medications) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient’s name, the name of the substance, quantity/amount to be taken and the period of authorization).

### **Workplace Safety**

Safety is a joint venture at the IMPO. We strive to provide a clean, hazard-free, healthy, safe environment in which to work, and comply with all relevant federal, state and local occupational health and safety laws, including the federal Occupational Safety and Health Act. As an employee, you have a duty to comply with the safety rules of the IMPO, and you are expected to take an active part in maintaining this hazard-free environment. You must observe all posted safety rules, adhere to all safety instructions provided by your supervisor, and use safety equipment where required. Your workspace should be kept neat, clean and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working condition, process or procedure to a supervisor. In addition, if you become ill or get injured while at work, you must notify your manager immediately.

Failure to do so may result in a loss of benefits under the state workers’ compensation law.

Failure to abide by the IMPO’s safety and accident rules may result in disciplinary action, up to and including termination.

## Workplace Violence Prevention Policy

As stated above, the IMPO is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our organization, staff, and clients.

Workplace violence includes any physical assault or act of aggressive behavior occurring where an employee performs any work-related duty in the course of their employment, including but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with a person without their consent that entails some injury; or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

Acts of violence by or against any of our employees where any work-related duty is performed will be thoroughly investigated and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for helping to create an environment of mutual respect as well as clients and visitors, following all policies, procedures and practices, and for assisting in maintaining a safe and secure work environment.

## Transfers and Promotions

To match you with the job for which you are most suited and/or to meet the business and operational needs of the IMPO, you may be transferred from your current job. This may be either at your request or as a result of a decision by the IMPO.

Reasons for transfer may include, but are not necessarily limited to, fluctuations in department workloads or production flow; a desire for more efficient utilization of personnel; increased career opportunities; personality conflicts; health; other personal situations; or other business reasons. Temporary transfers may be made at the discretion of the IMPO management.

Most job openings that are intended to be filled from within the IMPO will be posted in the HRIS system.

## Outside Employment

Employees may hold outside jobs as long as the employee continues to meet job performance standards. All employees are evaluated by the same performance standards and will be subject to scheduling demands, regardless of any existing outside work requirements.

If the IMPO determines that the employee's outside work interferes with performance or the ability to meet job requirements as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the IMPO.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside the IMPO for materials produced or services rendered while performing their job.

## COMPENSATION

### Pay Schedule

Employees are paid bi-weekly every other Friday. For the purposes of calculating weekly overtime pay, the workweek is defined as Monday through Sunday. Each pay period begins on a Monday (week one) and concludes on the second Sunday (week two).

### Exempt Employee Salary Deductions

Employees classified as exempt (see *Employment Classifications*) are expected to work 37.5 hours per week or the hours as are necessary to perform their job. For this reason, and subject to the exceptions below, IMPO does not reduce an exempt employee's predetermined compensation for any partial day absence; any partial-week absence occasioned by IMPO or its operating requirements, including holidays and partial-week shutdowns; or because of variations in the quality of work performed.

The following types of deductions are permissible with regard to exempt employee's pay:

- No work is performed in a workweek;
- Absences of one or more full days for personal reasons other than sickness or disability if all accrued paid time off has been exhausted;
- Absences of one or more full days due to sickness or disability if the deduction is made in accordance with an IMPO policy or practice of providing compensation for salary lost due to illness;
- Fees received by the employee for jury or witness duty or military leave may be applied to offset the pay otherwise due to the associate for the week;
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in the disciplinary policy; and
- Deductions for the first and last week of employment, when only part of the week is worked by the employee.

IMPO attendance and disciplinary action policies are applicable to an absence even though the absence may not be one for which a deduction from salary will be taken.

IMPO requires employees to utilize available paid time off for partial-day absences occasioned by personal reasons or the employee's own illness or injury.

Exempt employees who believe their salary has been improperly reduced should report the problem immediately to the Executive Director. IMPO and its management are committed to comply with this policy and not to make improper deductions from salary. IMPO will reimburse an employee for any improper deduction.

### Direct Deposit

You must have your paycheck deposited directly into your bank account. You will be given the authorization form via the IMPO's on-line human resource information system (HRIS) by your immediate supervisor, office manager, or the Management Team.

## Holiday Pay Schedule

In the event that payroll falls on a bank holiday the funds will be distributed to each employee per their indicated direct deposit account on the prior business day.

## Pay Corrections

The IMPO takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that team members are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employees should promptly bring the discrepancy to the attention of their supervisor so that corrections can be made as quickly as possible.

# BENEFITS

## General

This section describes the benefits provided by the IMPO and information on your eligibility for benefits. Details regarding each benefit plan are contained in the IMPO's Human Resources Information System (HRIS). Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal Summary Plan Descriptions or other legal documents, which are posted in the HRIS for your review.

Employees meeting the eligibility criteria for benefits may participate in the various insurance programs offered by the IMPO. For new hires, coverage for health plans begins the 1<sup>st</sup> of the month following thirty (30) days of employment. You may review the eligibility criteria for each benefit in the IMPO's Summary Plan Description (SPD) for the particular benefit. Periodically there will be an Open Enrollment period. If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment.

While we are providing a brief overview of benefits offered to employees, in the event of any conflict between the information contained in this Manual and in the IMPO's SPDs, the SPDs shall govern. These plans are subject to change at the IMPO's discretion.

## Employee Contributions

The IMPO's benefit package is contributory; that is, you are responsible for a portion of the premium for your benefits. A portion of the premium, up to a maximum per month, is contributed by the IMPO. Your contributory cost is deducted from your paycheck.

## Medical Insurance

The IMPO offers medical insurance to all eligible employees and their eligible dependents. Please refer to the Summary Plan Description (SPD) posted in the IMPO's HRIS for complete details on this benefit.

## Flexible Spending Account (FSA)

The IMPO offers a Flexible Spending Account (FSA) that eligible employees can use to pay for eligible out-of-pocket costs related to qualified dependent care expenses. Please refer to the Summary Plan Description (SPD) posted in the IMPO's HRIS for complete details on this benefit.

## Health Savings Account (HSA) Contribution

The IMPO contributes to a Health Savings Account (HSA) for eligible employees that are enrolled in a high deductible health plan. Eligible employees can use HSA funds to pay for qualified medical expenses. Please see the information posted in the HRIS for more information on Health Savings Accounts.

## Dental Insurance

The IMPO offers dental insurance to all eligible employees. Please refer to the Summary Plan Description (SPD) posted in the IMPO's HRIS for complete details on this benefit.

## Vision Insurance

The IMPO offers vision insurance to all eligible employees. Please refer to the Summary Plan Description (SPD) posted in the IMPO's HRIS for complete details on this benefit.

## Short-Term Disability Plan (STD)

A short-term disability plan is provided for eligible employees. The benefit replaces 60% of your regular salary for the duration your physician states you are unable to perform your essential job duties due to your own injury or illness that is not work-related. To apply for STD benefits, employees must timely submit a medical certification as completed by the treating physician to the STD carrier.

STD benefits begin after a seven (7) calendar day elimination period during which time employees must substitute available paid time off. If no paid time off is available, the first seven (7) days are unpaid. STD benefits may continue for up to 90 days provided you continue to be unable to perform the essential duties of your job. Please refer to the Summary Plan Description (SPD) posted in the IMPO's HRIS for complete details on this benefit.

Please note that a Leave of Absence is also approved when an employee is on STD leave. These policies run concurrently. Paid time off does not accrue when on short-term disability leave.

Additionally, while the STD benefit pays 60% of your pre-disability income, for employees with a hire date prior to June 1, 2020 the IMPO supplements the remaining 40% so employees receive 100% of their base pay as income replacement.

## Long-Term Disability Plan (LTD)

A long-term disability plan is provided to eligible employees. After a 90-day elimination period, this benefit pays a portion of your base pay income for an extended period. Please refer to the Summary Plan Description (SPD) posted in the IMPO's HRIS for complete details on this benefit.

## Life Insurance

Eligible employees are automatically enrolled in a group term life insurance program. Enrollees may designate or change the beneficiary for this policy at any time. The IMPO pays the premium for this program. The face value of this benefit is equal to \$50,000, though the amount may change due to certain age limitations. Please refer to the Summary Plan Description (SPD) posted in the IMPO's HRIS for complete details on this benefit.

### *Supplemental Life Insurance*

Eligible employees may purchase supplemental life insurance for themselves or their dependents at group rates. Supplemental life insurance is a voluntary benefit and is employee specific. Please refer to the Summary Plan Description (SPD) posted in the IMPO's HRIS for complete details on this benefit.

## Employee Assistance Program

The IMPO provides all employees and members of their household with access to an Employee Assistance Program. This benefit provides free and confidential resources for mental health and family support when dealing with life challenges. Details about this program and how to access the benefits are posted in the HRIS or you may also contact your supervisor.

## Benefits at Separation of Employment

Employees leaving employment may be entitled to benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA). IMPO will provide written notice by mail to eligible separating employees describing their rights and obligations, as well as the cost of benefits, under COBRA. Employees may be eligible for the Indiana Retirees Insurance Continuation option under the terms and conditions of that specific program. For more information contact the Executive Director.

## Workers' Compensation Insurance

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance, provided by the IMPO and based on state regulations. The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law.

Workers' compensation benefits are subject to a seven (7) calendar day waiting period. Employees may elect to use available Paid Time Off (PTO) during the first five (5) working days of the waiting period but are not required to do so. If an employee is unable to work for more than twenty-one (21) calendar days due to a work-related injury or illness, workers' compensation wage benefits will be applied retroactively to cover the initial waiting period in accordance with state law.

If you are injured or become ill on the job, you must immediately report the injury or illness to the Management Team. This ensures that the IMPO can help you obtain appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits. Questions regarding workers' compensation insurance should be directed to The Management Team.

## Retirement

IMPO offers the Indiana Public Retirement System (INPRS). Coverage to its employees by Employee Classification as shown below:

- MyChoice ASA is the only retirement plan available to employees with an employment start date after January 1, 2017; who would not have otherwise been eligible for PERF Hybrid unless authorized by the Executive Director.
- PERF Hybrid or MyChoice ASA options are available to employees with an employment start date prior to January 1, 2017; or, at the discretion of the Executive Director, who were previously employed in a PERF Hybrid eligible position with another agency and were enrolled in PERF Hybrid. The previous employment does not have to be in the last position before the IMPO.

- PERF Hybrid retirement plan continues for all existing employees currently enrolled in PERF Hybrid until termination of employment.

INPRS contributions are only made from compensation paid by the IMPO. Employees on an unpaid leave of absence do not receive INPRS contributions. Additionally, income replacement compensation paid from Short-Term or Long-Term Disability benefits are not subject to INPRS contributions. Employee contributions may be adjusted to meet INPRS rules while on reduced salary (ie IMPO Paid STD).

Contact the Management team if you have additional questions.

### Tuition Reimbursement

This policy applies to all full-time employees who have been employed by the IMPO for at least 12-months, prior to the date of application. The IMPO will reimburse up to 75% of the cost of tuition and 100% of the cost of textbooks. Approval is dependent on available budgetary funding and relevance to the employee's job description or planning. Employees must pass undergraduate and graduate course work with a grade of "C" or better, or its equivalent. Failure to do so will result in reimbursement being denied.

As a condition for reimbursement of textbook costs, employees must place any reimbursed physical textbooks in the IMPO library for the benefit of other staff. These books will become shared resources to support ongoing learning and development across the organization.

Rented and digital textbooks are also eligible for reimbursement. Employees should provide documentation of the purchase detailing the purchase type (digital/physical and rental/purchase) and cost.

Eligible employees who wish to participate must submit a completed "Request to Participate in Tuition Reimbursement" form by the date specified. Application alone does not guarantee acceptance into the program. Application to participate must be made each year. In addition to relevancy of coursework, approval to participate is based upon the budget that has been approved by the IMPO's Executive Committee in any given fiscal year. Once the budget is obligated for the year, no further approvals can be made for that year.

Only full semester courses offered through a degree-granting institution that is accredited will be considered for tuition reimbursement. If classes interfere with an employee's job responsibilities/duties the employee must seek approval from the Management Team. An employee who quits or is terminated from employment before completing a class will not be eligible for reimbursement benefits. The completion of a course of study does not obligate the IMPO to reward such completion by promotion, transfer, reassignment and/or salary increase.

### Memberships and Certifications

This policy applies to all full-time employees who have been employed by the IMPO for at least 12-months, prior to the date of application. The IMPO will reimburse up to a specified amount established by the Executive Director on an annual basis. The amount will be determined by the Executive Director for professional memberships and certifications at the beginning of each budget year. The amount may vary, and approval is dependent on

available budgetary funding each year. Reimbursements are intended for professional memberships and certifications that enhance an employee's knowledge, skill and professional development and the professional execution of their job at the IMPO. Reimbursements may not be used for certifications or memberships associated with organizations whose primary mission is advocacy.

### Cellular Phone Stipend

The IMPO provides its employees up to \$100 per month stipend for cellular phone service. This stipend is available for employees who regularly use their cell phone for business purposes. The IMPO's cellular phone stipend will be suspended during an employee's Short Term Disability and/or full-time Leave of Absence. Please contact a member of the Management Team if you need clarification.

### Mileage Reimbursement

Employees that engage in business-related travel are eligible for the standard mileage reimbursement if the travel is properly documented in the designated system for expense reimbursement. The standard mileage reimbursement, set by the IRS, includes the costs of operating an automobile such as depreciation, maintenance, repairs, tires, gasoline, oil, insurance, taxes, and vehicle registration fees. Normal personal commuting costs are not eligible for reimbursement.

### Employee Travel and Reimbursement Policy

The IMPO has travel policies and procedures for staff to attend meetings and conferences. Please contact your supervisor for details.

### Parking and Transit Pass Benefits

The IMPO provides a transportation benefit to support commuting options for employees. Eligible employees may elect either a monthly parking pass or a public transit pass, but not both.

- Employees who elect a transit pass and are required to drive for IMPO-related work (e.g., due to weather or off-site meetings) will be reimbursed for occasional parking costs up to the monthly difference between the cost of a parking pass and a transit pass.
- Employees who do not elect either benefit (i.e., do not take a parking or transit pass) but occasionally drive due to work-related needs (such as weather or off-site meetings) may submit parking expenses for reimbursement. These reimbursements are limited to the value of the highest monthly transportation benefit available (i.e., the cost of the monthly parking pass).

Employees must submit a reimbursement request with documentation with an explanation of the business need. Reimbursements must be approved by the employee's supervisor. You may refer to the Accounting Manual or contact your supervisor with further questions.

## HOLIDAYS, VACATION AND LEAVES OF ABSENCE

### Holiday Pay

Full-time employees are excused from work and receive regular pay for the IMPO's paid holidays. Paid holidays are seven and a half hours, regardless of any participation in a voluntary flextime schedule.

Part-time employees are compensated only for the hours of the holiday they normally would be scheduled to work up to a maximum of seven and a half hours per day.

Temporary/Seasonal/Interns are not eligible for holiday pay.

The following are the IMPO's paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans' Day
- Election Days (based on City of Indianapolis election schedule)
- Thanksgiving Day and Day After Thanksgiving
- Christmas Eve and Christmas Day
- New Year's Eve

Holidays that fall on a Saturday will be observed on the immediately preceding Friday. Holidays that fall on Sunday will be observed on the immediately following Monday. Holiday hours will not be counted as "hours worked" for the purpose of calculating overtime for non-exempt employees.

### Paid Time Off (PTO)

Rather than allocating employees separate amounts of time off for sick, vacation, and personal days, the IMPO provides Paid Time Off (PTO) to give employees greater flexibility to meet their personal needs. Eligible employees will accrue PTO hours each year up to a certain amount to use however they want. The amount of PTO earned will depend on your length of service with the IMPO. The IMPO requires you to use any accrued PTO during unpaid leave, or any other leave of absence, subject to applicable laws and regulations. PTO does not continue to accrue while on leave as defined under the Leave of Absence policy or STD unless on intermittent leave under which PTO will be pro-rated.

Please note that this policy does not replace the IMPO's holiday schedule and employees will continue to have designated paid holidays each year in accordance with this section. In addition, the Management Team encourages all employees to manage their PTO in such a way that provides for unexpected or unplanned leave and avoids unpaid time off.

PTO hours will not be counted as “hours worked” for the purpose of calculating overtime for non-exempt employees.

#### *PTO Eligibility & Accrual*

Employees begin accruing PTO when they first begin work for the IMPO. Employees may use their PTO at any time after the first 1st of the month following date of hire of employment. PTO accrual is based upon the employee’s years of service as determined by hire or rehire date (see *Eligibility for Rehire* policy). At the discretion of the Executive Director, new employees may start at the five-year level of accrual in certain situations. In addition, it is at the discretion of the Executive Committee at which level of PTO accrual to offer when hiring a new IMPO Executive Director. Employees move into a new accrual level at their anniversary date based on the schedule below. Full-time employees earn PTO as follows:

Years of Service	Time Off	Accrual Per Month
Less than 5 years	23 days/ 176 hours	14.66 hours
5-10 years	29 days/ 216 hours	18.00 hours
10-15 years	34 days/ 256 hours	21.33 hours
15+ years	39 days/ 296 hours	24.66 hours

#### *PTO Carryover Maximum*

Employees may carry over a maximum of 188 PTO hours at the end of the calendar year. Hours exceeding the maximum balance are forfeited at midnight on December 31.

#### *PTO at Separation of Employment*

Employees who voluntarily separate from IMPO **and** satisfy the required notice period are eligible for a payout of up to 188 hours of accrued unused PTO. Any PTO in excess of 188 hours is not eligible for pay out.

Employees who are involuntarily terminated or do not meet the notice period requirements are ineligible for PTO payout.

For additional information, please refer to the *Separation of Employment* policy.

#### *Procedure*

Requests for PTO should be submitted to your supervisor as soon as practicable. PTO requests are approved by your immediate supervisor and are granted on a first-come, first-served basis. The procedure for requesting PTO is at the discretion of the employee’s immediate supervisor. In the event of a conflict in PTO requests, your supervisor will consider the IMPO’s staffing needs during the relevant period, as well as the length of service with the IMPO of the employees involved.

#### **Volunteer Leave**

The IMPO supports employee participation in volunteer activities that contribute to the well-being of our community. This policy enables employees to engage in service efforts with qualifying nonprofit organizations during working hours while recognizing IMPO’s responsibility as a public agency to remain neutral in political and partisan matters.

All full-time employees are eligible for up to 15 hours of paid volunteer leave per calendar year to participate in qualifying volunteer activities.

- Leave must be taken in a minimum of 2-hour increments.

- A maximum of 7.5 hours may be used between January–June, and 7.5 hours between July–December.
- Leave is not cumulative or paid out if unused.

### *Qualifying Activities*

Volunteer leave may be used for service activities with organizations that meet the following criteria:

- Recognized as a 501(c)(3) nonprofit or school nonprofit organization
- Provide charitable, educational, civic, or community service

Activities must be nonpartisan, nonsectarian in nature, and must not involve lobbying, advocacy, or religious instruction or worship.

Examples of eligible volunteer efforts include:

- Assisting at public or nonprofit schools
- Supporting food banks, shelters, or community clean-up events
- Participating in nonprofit-led mentoring or outreach programs
- Participating in school-based mentoring or reading programs

### *Ineligible Activities*

Volunteer leave **may not** be used for:

- Activities supporting a political party, candidate, or campaign
- Lobbying or advocacy efforts intended to influence legislation
- Religious instruction or worship services
- Personal errands or family caregiving not associated with a nonprofit organization

### *Request & Approval*

Employees must submit a Volunteer Leave Request Form to their supervisor at least 14 calendar days in advance. Requests should include the name of the organization, type of activity, date, and duration. Approval is subject to operational needs and alignment with this policy. Employees must provide documentation from the nonprofit confirming their participation, such as a signed letter or attendance log.

IMPO reserves the right to deny any request that is not consistent with the intent of this policy or may conflict with IMPO's role as a public agency.

### **Bereavement Leave**

Employees will receive up to three (3) days of paid time off in the event of the death of a member of their immediate family. Immediate family includes spouses, domestic partners, children, parents, parents-in-law, grandparent, brothers or sisters, and brothers-in-law or sisters-in-law. You are allowed one (1) day of paid leave in the event of the death of an extended family member. Extended family includes aunts and uncles, and other more distant relatives. Paid leave hours (PTO, Holiday, Bereavement, etc.) will not be counted as "hours worked" for the purpose of calculating overtime for non-exempt employees.

## Leave of Absence

The IMPO is not required to offer the federal Family and Medical Leave Act (FMLA) due to our size yet have chosen to offer a similar benefit referred to as the “Leave of Absence” policy. For the purpose of this policy, the following definitions shall apply:

- Leave of Absence leave: Any leave taken in accordance with this policy.
- Serious Health Condition: Any illness, injury, impairment or physical or mental condition that involves:
  - a. inpatient care or
  - b. continuing treatment by a health care provider for a long-term health condition that is incurable or so serious that, if not treated would likely result in a period of incapacity of more than three (3) calendar days or
  - c. any period of incapacity requiring absence from regular daily activities for more than three (3) calendar days plus continuing treatment by a health care provider. Voluntary cosmetic treatments are not generally considered serious health conditions unless inpatient care is required.
- Parent: The biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
- Child: A biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under eighteen (18) years of age or who is older than eighteen (18) years of age and incapable of self-care because of a physical or mental disability.
- In Loco Parentis: An individual who has day-to-day responsibility to care for and financially support a child.
- Spouse: For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex or common law marriage.

### *Eligible Circumstances for Leave of Absence*

The IMPO shall allow up to twelve (12) weeks of leave during any rolling twelve-month period to an employee who requests the leave:

- To care for a newborn child, or a child who is newly placed in the employee’s custody through adoption or foster care;
- To care for a spouse, child, stepchild, foster child or parent (but not a parent-in-law) who has a “serious health condition,” or
- Because the employee has a “serious health condition,” that makes the employee unable to perform their job.

The twelve-month period starts the first day that the employee takes the leave.

### *Eligibility for Leave*

To be eligible an employee must have worked for IMPO for at least 12 months as of the date the requested leave is to begin and must have worked at least 1,250 hours during the 12 months preceding the request for leave. Any leave taken by an eligible employee for one or more of the reasons defined by this policy will be counted against that employee's rolling leave of absence entitlement.

### *Notice of Leave*

An employee who seeks to obtain leave pursuant to this policy shall give at least 30 calendar days' notice of the leave, if possible. The employee must submit the IMPO Leave of Absence leave request form in the HRIS system. The employee shall also schedule medical treatment to cause as little disruption to their employment as possible.

### *Compensation and Coordination with Short-Term Disability (STD) Benefits*

The IMPO will provide eligible employees six (6) weeks of paid Leave of Absence leave and six (6) weeks of unpaid Leave of Absence leave during a twelve-month period. The duration of a Leave of Absence is determined by the Medical Certification. Leave of Absence also runs concurrently with any disability designation.

An eligible employee must apply any accrued PTO when leave is unpaid under the Leave of Absence policy. Such paid leave will be counted towards the employee's 12 weeks of Leave of Absence leave granted per leave year.

An employee on a Leave of Absence who also qualifies for Short-Term Disability will receive STD benefits\* for the first 6 weeks of their Leave of Absence as provided for under the terms and conditions of that policy. Should the Leave of Absence extend beyond 6 weeks, the employee will be eligible for up to 6 weeks paid leave as provided for under the Leave of Absence policy. At no time will compensation provided under the combined leave policies exceed 100% of the employee's base pay.

The maximum amount of leave provided for under IMPO's combined leave policies is 12 weeks.

The IMPO does not provide paid Leave of Absence leave for part-time, seasonal employees or other non-full-time employees.

*\*Please refer to the Short-Term Disability policy in this Manual and the Short-Term Disability Plan Description for the terms and conditions of that benefit program. During the 7-day elimination period, employees must use PTO if available, otherwise the time off is unpaid.*

### *Intermittent or Reduced Hours Leave*

Under normal circumstances, any leave obtained pursuant to this policy shall be taken in consecutive days unless the Executive Director and the employee agree to another arrangement. In the case of leave taken to care for a seriously ill spouse, child, or parent, or due to the employee's own serious health condition, an employee may take leave intermittently (i.e., periodically) or on a reduced hours schedule (i.e., reduced number of working hours per day or per week) only when such leave is medically necessary, as certified by the employee's or family member's health-care provider. In such cases, the employee should also submit an Alternative Work Schedule request. Otherwise, such leave

is not permitted except at the sole discretion of the IMPO Executive Director.

#### *Health Care Provider Authorization*

In cases of leave to be taken to care for a seriously ill family member or due to the employee's own serious health condition, an eligible employee must provide the IMPO with a completed and signed health care provider certification or acceptable equivalent indicating that the employee requires Leave of Absence leave. This certification must be returned to the IMPO within 15 days after the employee gives notice of intent to take Leave of Absence leave, and must contain the following information:

- The date on which the eligible event commenced.
- The probable duration of the condition.
- The treatment regimen prescribed.
- Any appropriate medical facts within the health-care provider's knowledge regarding the condition.
- If applicable, a statement that the employee is needed to provide care for their spouse, child, or parent and an estimated duration of such need.
- If applicable, a statement regarding the medical necessity of intermittent or reduced hours schedule leaves.

Failure to return this certification in a timely manner may result in delays in securing authorization for leave, and failure to return the certification at all will preclude the employee from taking leave.

The IMPO may also require, at its own expense, a second and third health care provider opinion if there is a question as to the validity of the certification provided by the employee.

An eligible employee also may be asked to furnish the IMPO with subsequent health care provider certifications on a reasonable basis during the employee's leave period. An eligible employee's failure to furnish subsequent certifications may result in termination of the employee's right to leave.

An eligible employee on Leave of Absence leave must submit to the IMPO a medical release (i.e., fitness-for-duty certification) indicating that the employee is able to return to work. Failure to submit such a release will preclude the employee from being restored to their employment with the IMPO.

#### *Job and Benefits Security*

An employee granted leave pursuant to this policy, upon return, shall be restored to the job held when the employee left, or an equivalent position with equivalent pay, benefits and terms of employment without reduction in length of service. Upon reinstatement an employee who has allowed their health insurance coverage to lapse will be entitled to re-enroll.

During a leave, the employee must not secure employment elsewhere if the employee is off pursuant to provisions of the Absence of Leave policy. If an employee accepts employment elsewhere during this leave, the IMPO may recover from the employee all costs of the insurance premium paid and the IMPO shall be entitled to all rights and remedies as granted

by the Leave of Absence policy. An employee will be required to provide a fitness for duty report prior to returning to work if the leave was due to their own serious health condition.

If an employee receives and/or continues leave under the IMPO's Leave of Absence policy through misrepresentation or false statements their leave will automatically be rescinded, and the appropriate discipline taken.

#### *Continuation of Group Health Plan Coverage*

Group health plan coverage will be maintained by the IMPO during an eligible employee's period of Leave of Absence leave to the extent and under the same circumstances as it ordinarily is furnished to that employee. Employees are required to continue to pay the employee portion of group benefits while on a leave of absence. The employee is responsible for making insurance premium payments directly to IMPO each month to cover the employee portion normally withheld from the biweekly paycheck. If the employee does not maintain monthly payments insurance will be terminated after 30 days of non-payment.

#### *Paid Time Off Use and Accrual During a Leave of Absence*

Employees are required to substitute available PTO when on any unpaid Leave of Absence. Such paid leave will be counted towards the employee's 12 weeks of Leave of Absence leave granted per leave year.

Paid Time Off does not accrue while on short-term disability, long term disability or leave of absence, unless on intermittent leave under which PTO will be pro-rated.

#### **Military Service Leave**

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard, National Guard, Space Force, state militia and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as servicemembers. Servicemembers must provide advance written or verbal notice to the

IMPO for all military duty, unless giving notice is impossible, unreasonable, or precluded by military necessity. Employees should provide notice as far in advance as is reasonable under the circumstances. In addition, employees may, but are not required to, use accrued time off (paid or unpaid) while performing military duty.

#### **Military Family Leave**

In addition, spouses, parents, grandparents, children or siblings of a person who is ordered to full-time service on active duty orders in the U.S. Armed Forces or the National Guard for a period that exceeds 89 consecutive calendar days are entitled to up to 10 days of unpaid leave per calendar year during one or more of the following periods:

- During the 30 days before active duty orders are in effect;
- During a period in which the person ordered to active duty is on leave while active duty orders are in effect; or
- During the 30 days after the active duty orders are terminated.

To be eligible for military family leave, the family member employee must have been employed by the IMPO for at least 12 months and must have worked at least 1,500 hours

during the 12-month period immediately preceding the day the leave begins.

Eligible employees must provide at least 30 days' notice before the date on which they intend to begin military family leave unless the active duty orders are issued less than 30 days before the date the requested leave is to begin.

### Jury Duty & Witness Appearance

Time off with pay shall be granted to an employee who is summoned for jury duty or as a witness in any court.

No employee may receive judicial leave in any proceeding in which he/she is a party, has a monetary interest, or serves as a paid expert witness, unless the employee is the victim in a criminal proceeding. At the discretion of the supervisor, however, an employee may use accrued leave benefits in such instances.

Payment of a material witness fee does not change an employee's status as a non-paid witness.

A member of the management team has the right to request verification. Temporary, part-time and interns do not receive paid time off for judicial leave.

## SEPARATION OF EMPLOYMENT

### Leaving the IMPO

If you wish to resign your employment with the IMPO, we request that you notify your manager in writing of your anticipated departure date at least two (2) weeks in advance.

Employees who voluntarily resign and provide proper notice may be eligible for payout of accrued but unused Paid Time Off (PTO), in accordance with IMPO policy. Employees who do not meet the required notice period or who are involuntarily terminated are not eligible for PTO payout, unless otherwise required by law.

IMPO asks all departing employees to participate in an exit interview with the Executive Director or HR Consultant. This provides an opportunity to return parking passes, keys, and other IMPO property, and to receive information regarding COBRA continuation of benefits.

#### *Voluntary Terminations*

A voluntary termination of employment occurs when an employee submits a written or verbal notice of resignation, including intent to retire, to their supervisor or when an employee is absent from work for three consecutive workdays and fails to contact their supervisor (job abandonment).

#### *Procedures*

1. Employees are requested to provide a minimum of two weeks' notice of their intention to separate employment. The employee should provide a written resignation notification to their manager.
2. Upon receipt of an employee's resignation, the manager will notify the Management Team by forwarding the resignation letter and any relevant details (e.g., reason for leaving, last day of work).

The Executive Director will coordinate the employee's departure including return of IMPO property, benefits, and completion of an exit interview.

#### *Involuntary Terminations*

An involuntary termination of employment, including a layoff of over 30 days, is a management-initiated dismissal with or without cause.

#### *Procedures*

1. Prior to initiating an involuntary termination, the manager must consult with the Executive Director.
2. The Executive Director will review the circumstances and determine if discharge is appropriate. If so, the manager and Executive Director will notify the employee. The manager must provide termination documentation and details on the last day worked to human resources and payroll.

#### *Paid Time Off and Holidays During Notice Period*

Employees may not use Paid Time Off (PTO) during their two-week notice period. If PTO was previously approved, the employee will be asked to extend their notice by the number of PTO days requested to ensure full working notice is provided.

If a recognized holiday falls within the notice period, the holiday does not count toward the required notice period. Employees must work the full number of notice days excluding the holiday.

If a recognized holiday falls on the employee's last day of work, the final day of employment will be adjusted to the business day prior to the holiday.

### *Death of an Employee*

A separation due to the death of an employee will be made effective as of the date of death.

#### *Procedures*

1. Upon receiving notification of the death of an employee, the employee's manager should immediately notify the Executive Director.
2. The Executive Director will coordinate notification to the relevant benefit plans.
3. The employee's manager should ensure that payroll receives the deceased employee's timecard.

### *Final Pay (Updated 05/15/2026)*

Employees will be paid through their last day worked, less any outstanding loans, advances, or authorized deductions, in accordance with state law. Accrued and unused PTO will only be paid out to employees who voluntarily resign and fulfill the required notice period, up to a maximum of 188 hours. Final PTO accrual for the month of termination will be included in the PTO payout only if the employee worked at least 75 hours during that month.

Employees who are involuntarily terminated or who do not complete the required notice period are not eligible for PTO payout.

In the event of an employee's death, final wages and accrued and unused PTO will be paid via direct deposit to the employee's account on file or as otherwise required under state law.

Final wages will be issued on the next regular payday, as required by law.

### *Medical, Dental and Vision Benefits*

Medical, dental and vision insurance coverage terminates on the last day of the month the employee separates employment or is terminated. An employee will be required to pay their share of insurance premiums through the end of the month. Employees leaving employment may be entitled to benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA). IMPO will provide written notice by mail to eligible separating employees describing their rights and obligations, as well as the cost of benefits, under COBRA.

### *Retirement Benefits*

Employees may be eligible for the Indiana Retirees Insurance Continuation option under the terms and conditions of that specific program. For more information contact the Executive Director.

### *Return of Property*

Employees must return all IMPO property at the time of separation, including cellphones, keys, laptops and identification cards. Failure to return some items may result in deductions from the employee's final paycheck where state law allows. An employee will be required to sign a wage deduction authorization to deduct the costs of such items from the final paycheck. In some circumstances, The IMPO may pursue criminal charges for failure to return IMPO property.

### *Exit Interview*

The Executive Director or HR will contact an employee who voluntarily resigns to schedule an exit interview on the employee's last day of work.

### *Eligibility for Rehire*

Employees who leave the IMPO in good standing with proper notice may be considered for rehire. Former employees must follow the normal application and hiring processes and must meet all minimum qualifications and requirements of the position, including any required qualifying exam. Rehired employees will not retain previous tenure when calculating longevity, leave accruals or any other benefits, unless required by law.

However, if you terminated your employment with the IMPO less than three months prior to making application for reemployment and had been an employee for at least two years, some time off, benefits and seniority may be restored at the discretion of the Management Team.

Employees who are involuntarily terminated by IMPO for cause or who resign in lieu of termination are ineligible for rehire. In addition, employees who resign without providing adequate notice or who abandon their job will not be considered for rehire.

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF  
THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION  
APPROVING IMPO HUMAN RESOURCES MANUAL UPDATES**

Resolution Number 2026-EXEC-008

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

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

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

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

**SECTION 1:** That the IMPO Human Resources Manual attached hereto and incorporated herein by reference as Exhibit A is hereby authorized, adopted, ratified and confirmed in all respects as the policy of the IMPO until such time as further amended or superseded.

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

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

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

\* \* \* \* \*

**PASSED** by the Executive Committee of the Indianapolis Metropolitan Planning Organization this 15th day of May 2026.

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Chair, Indianapolis MPO Executive Committee

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Anna M. Gremling, Executive Director  
Indianapolis Metropolitan Planning Organization

0141736.0718524 4856-1361-9302v1



# Memo

**To:** IMPO Exec Committee  
**From:** Anna Gremling  
**Date:** May 15, 2026  
**Re:** Resolution 2026-EXEC-009

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Resolution 2026- EXEC-009 includes one amendment, which enables the Executive Director to enter into agreements with vendors for products and services as described:

## **High Street Consulting Group –TIP Soring and Selection Criteria**

- a. This first amendment is to add scope for additional project management hours extending the contract through 2027, MiTIP integration and technical support, and on-call assistance during the first call for projects using the new scoring criteria.
- b. RFP
- c. Original contracted amount - \$214,993.00
- d. Total Additional Cost: \$99,990.00 (\$79,992 / 80% federal funding and \$19,998 / 20% local match). Grand Total = \$314,983.00
- e. Term extends to 12/31/27.



**Amendment No. 1**  
**TIP Project Selection Methodology Update**  
**Indianapolis Metropolitan Planning Organization (IMPO)**  
**Contract #PO-00001103**  
**Effective Date: May 15, 2026**

This Professional Services Agreement (hereinafter “Agreement”) was entered into between the Indianapolis Metropolitan Planning Organization (hereinafter “IMPO”) and High Street Consulting Group, LLC (hereinafter “Contractor”), effective April 28, 2025, for work to be performed under Contract #PO-00001103, with a term through December 31, 2026, and an original not-to-exceed compensation of \$214,993. This Amendment No. 1 expands the scope of the Agreement to include added activities related to MiTIP data integration and technical support, data quality assurance and improvements, internal training and implementation support, and call-for-projects support aligned with the next programming cycle. This Amendment also extends the Agreement term through December 31, 2027, and increases the not-to-exceed compensation accordingly, as shown in Table 1, below. Per Section 3.01 of the Agreement, an extension involving an increase in compensation requires approval by the Executive Committee of the IMPO.

This Amendment No. 1 increases the Agreement not-to-exceed budget from \$214,993 to a revised total of \$314,983 an increase of \$99,990, with \$31,552 anticipated in 2026 and \$68,438 anticipated in 2027, as shown in Table 1, below.

Added scope of work under this Amendment includes:

**Task 1: Project Management (amend existing task)**

- Continuation of monthly project meetings July 2026 – December 2027
- Continuation of administrative activities (invoicing and QA/QC)

***Task 1 Deliverable: up to 12 additional 1-hour, virtual monthly project management meetings including up to 4 consultant staff members as needed based on subject matter under discussion; meeting notes; monthly invoicing and progress reporting; continuation of QA/QC review practices by firm leadership***

**Task 9: MiTIP Data Integration, Technical Support, and Data Quality Assurance and Improvements (2026, concurrent with existing scope):**

- Provide technical support for the MiTIP platform upgrade, anticipated to begin early summer 2026, maintaining continuity of data requirements supporting the functionality of the revised criteria and newly developed ArcPro TIP scoring engine.
- Support data integration activities between legacy systems and the upgraded MiTIP platform, including data migration and schema alignment, validation of integrated datasets and scoring outputs, and troubleshooting of integration issues during implementation.
- Ensure continuity of technical support during the system transition to avoid disruption to programming and evaluation workflows.
- Enable dual-mode project evaluation review supporting both map-based visualization and Excel-based tabular reporting.

- Provide recommendations on data quality and data management practices based on integration and implementation experience.
- Support alignment of data structures and workflows to improve consistency, reliability, and usability of MiTIP inputs and outputs.
- Identify and recommend efficiencies for collecting project information from project sponsors through the call-for-projects phase.

***Task 9 Deliverables: Technical Integration Summary documenting MiTIP integration needs, data migration outcomes, and key issues resolved during the upgrade transition; Data Quality and Governance summary of observed data quality issues, recommended management practices, and suggested workflow improvements for inclusion as part of the MiTIP upgrade effort.***

**Task 10: Internal Training and Implementation Support (initiated 2026, extends into 2027):**

- Conduct up to two recorded virtual training sessions on system use, data entry, evaluation workflows, and interpretation of outputs.
- Provide implementation support during early system adoption, including troubleshooting and workflow refinement.
- Support institutionalization of updated processes through refined documentation developed through prior deliverables.

***Task 10 Deliverables: Up to two recorded virtual training sessions with accompanying materials; brief implementation support summary documenting workflows reviewed and refinements made.***

**Task 11: External Training and Implementation Support for Project Sponsors**

- Develop and deliver training materials and guidance for external project sponsors covering revised evaluation criteria, MiTIP submission requirements, and application workflows.
- Conduct up to two virtual training sessions for project sponsors, recorded for asynchronous access.
- Provide technical support to project sponsors during the transition to the updated system, including questions on data entry, eligibility, and scoring inputs.
- Coordinate with IMPO staff to identify and address recurring sponsor questions or submission issues affecting data quality during the call-for-projects phase.

***Task 11 Deliverable: Up to two recorded sponsor-facing training sessions with supporting materials; brief summary of sponsor support activities and common issues addressed.***

**Task 12: Call-for-Projects Support (late 2026 into 2027; timing contingent on next programming cycle):**

- Refine the project sponsor Guidebook based on experience from the prior cycle.
- Provide technical support during application intake to ensure accurate submission, data capture, and system integration.
- Support evaluation workflows during the active review period, including scoring validation, troubleshooting, and consistency checks.
- Assist with synthesis and reporting of call-for-projects results to support programming decisions.

***Task 12 Deliverables: Revised project sponsor Guidebook reflecting lessons learned from the prior cycle; brief Call-for-Projects Summary Report documenting potential refinements and process improvements.***

This Amendment No. 1 does not modify any other part of the Agreement. All other terms and conditions of the Agreement, including Sections 5.04 (Confidentiality), 5.05 (Data Protection and Information Security), and 5.06 (Artificial Intelligence), remain in full force and effect.

**Table 1. Revised Budget**

Scope / Task	2026	2027	Task Total
Task 1: Administrative – Project Management	\$2,100	\$13,528	<b>\$15,628</b>
Task 9: MiTIP Data Integration, Technical Support, and Data Quality Assurance and Improvements	\$29,452	\$15,600	<b>\$45,052</b>
Task 10: Internal Training & Implementation Support	—	\$11,760	<b>\$11,760</b>
Task 11: External Training & Implementation Support for Project Sponsors	—	\$9,840	<b>\$9,840</b>
Task 12: Call-for-Projects Support	—	\$17,680	<b>\$17,680</b>
<b>Amendment No. 1 Subtotal</b>	<b>\$31,552</b>	<b>\$68,408</b>	<b>\$99,960</b>
Existing Contract NTE (Original Agreement)	—	—	<b>\$214,993</b>
<b>REVISED TOTAL CONTRACT NTE</b>	<b>—</b>	<b>—</b>	<b>\$314,953</b>

**Table 2. Additional Labor Detail by Task**

Labor Category	Rate	Task 1	Task 9	Task 10	Task 11	Task 12	Total Hrs	Total Labor
Manager	\$240*	36	20	16	8	24	104	\$24,960
Partner	\$390	16	12	4	4	8	44	\$17,160
Director	\$187	4	112	—	—	4	120	\$22,440
Consultant	\$141	—	—	—	—	12	12	\$1,692
Sr. Consultant	\$159	—	92	40	40	40	212	\$33,708
<b>Total Hours by Task</b>		<b>56</b>	<b>236</b>	<b>60</b>	<b>52</b>	<b>88</b>	<b>492</b>	
<b>Total Labor by Task</b>		<b>15,628</b>	<b>\$45,052</b>	<b>\$11,760</b>	<b>\$9,840</b>	<b>\$17,680</b>	<b>492</b>	<b>\$99,960</b>

\*The Manager LCAT Rate was adjusted to accommodate a promotion in 2026

Note: Labor categories and hours shown above represent estimated allocations based on currently anticipated needs. High Street may reassign work among existing labor categories or to engage additional staff as project needs evolve, provided that the overall not-to-exceed budget is not exceeded. Rates reflected in this amendment are applicable through December 31, 2027.

**IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Professional Services Agreement as of the date last signed below, subject to approval by the Executive Committee of the IMPO per Section 3.01 of the Agreement.**

**(for High Street Consulting Group, LLC)**

**(for Indianapolis Metropolitan Planning Organization)**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF  
THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION  
APPROVING AN AMENDMENT TO THE CURRENT CONTRACT WITH HIGH  
STREET CONSULTING GROUP**

Resolution Number 2026-EXEC-009

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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Chair, Indianapolis IMPO Executive Committee

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Anna M. Gremling, Executive Director  
Indianapolis Metropolitan Planning Organization

EXHIBIT A

**HIGH STREET CONSULTING GROUP – AMENDMENT 1**

To negotiate and execute an agreement with High Street Consulting Group for additional project management hours extending the contract through 2027, MiTIP integration and technical support, and on-call assistance during the first call for projects using the new scoring criteria. Amount not to exceed \$99,990.00 utilizing 80% federal funds provided by the IMPO (\$79,992.00) and 20% match from local match membership dues (\$19,998.00). The agreement extends to December 31, 2027. Original approved amount \$214,993.00

# Memo

**To:** Executive Committee  
**From:** Kristyn Sanchez  
**Date:** 5/15/2026  
**Re:** Federal Exchange Resolution Bundle 2026-EXEC-007

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Resolution Bundle 2026-EXEC-007 includes the following resolutions, which enable the Executive Director to enter into agreements for the following Federal Funds Exchange (FFE) projects:

- A. Indianapolis**
  - a. 2408FFE - High School Road over CSX/Conrail Bridge Rehabilitation
  - b. \$2,245,346 - Federal Funds Exchange
- B. Indianapolis**
  - a. 2409FFE - 38th Street over Little Eagle Creek Bridge Rehabilitation
  - b. \$2,214,356 - Federal Funds Exchange
- C. Indianapolis**
  - a. 2410FFE - 46th Street over Indian Creek Bridge Rehabilitation
  - b. \$1,515,460- Federal Funds Exchange
- D. Indianapolis**
  - a. 2424FFE - Advanced Traffic Management System Projects
  - b. \$399,200– Federal Funds Exchange
- E. Plainfield**
  - a. 2436FFE - Quaker Boulevard and CR 750 S Roundabout
  - b. \$4,369,200 - Federal Funds Exchange
- F. Indianapolis**
  - a. 2413FFE – Knozone Awareness Program
  - b. \$960,000 – Federal Funds Exchange
- G. CIRTA**
  - a. 2302FFE – Commuter Connect Carpool Vanpool Program
  - b. \$1,136,051– Federal Funds Exchange

If you have questions, please contact [Kristyn.sanchez@indympo.gov](mailto:Kristyn.sanchez@indympo.gov)

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

Resolution Number 2026-EXEC-007

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

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

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

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

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

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

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

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

\* \* \* \* \*

**PASSED** by the Executive Committee of the Indianapolis Metropolitan Planning Organization this 15<sup>th</sup> day of May 2026.

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Chair, Indianapolis MPO Executive Committee

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Anna M. Gremling, Executive Director  
Indianapolis Metropolitan Planning Organization

0141736.0718524 4856-1361-9302v1

**EXHIBIT A**

**CONTRACTS AND ENGAGEMENTS**

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

To execute an agreement with the City of Indianapolis (the “LPA”), to provide the LPA with Indianapolis Metropolitan Planning Organization Federal Funds Exchange dollars for an amount not to exceed \$2,245,346 utilizing state funds provided by the IMPO for the High School Road over CSX/Conrail Bridge Rehabilitation (2408FFE). A form of the agreement is attached hereto and incorporated herein as Exhibit B.

To execute an agreement with the City of Indianapolis (the “LPA”), to provide the LPA with Indianapolis Metropolitan Planning Organization Federal Funds Exchange dollars for an amount not to exceed \$2,214,356 utilizing state funds provided by the IMPO for the 38th Street over Little Eagle Creek Bridge Rehabilitation (2409FFE). A form of the agreement is attached hereto and incorporated herein as Exhibit B.

To execute an agreement with the City of Indianapolis (the “LPA”), to provide the LPA with Indianapolis Metropolitan Planning Organization Federal Funds Exchange dollars for an amount not to exceed \$1,515,460 utilizing state funds provided by the IMPO for the 46th Street over Indian Creek Bridge Rehabilitation (2410FFE). A form of the agreement is attached hereto and incorporated herein as Exhibit B.

To execute an agreement with the City of Indianapolis (the “LPA”), to provide the LPA with Indianapolis Metropolitan Planning Organization Federal Funds Exchange dollars for an amount not to exceed \$399,200 utilizing state funds provided by the Advanced Traffic Management System Projects (2424FFE). A form of the agreement is attached hereto and incorporated herein as Exhibit B.

To execute an agreement with the Town of Plainfield (the “LPA”), to provide the LPA with Indianapolis Metropolitan Planning Organization Federal Funds Exchange dollars for an amount not to exceed \$4,369,200 utilizing state funds provided by the IMPO for the Quaker Boulevard and CR 750 S Roundabout (2436FFE). A form of the agreement is attached hereto and incorporated herein as Exhibit C.

To execute an agreement with the City of Indianapolis (the “LPA”), to provide the LPA with Indianapolis Metropolitan Planning Organization Federal Funds Exchange dollars for an amount not to exceed \$960,000 utilizing state funds provided by the IMPO for the Knozone Awareness Program (2413FFE). A form of the agreement is attached hereto and incorporated herein as Exhibit D.

To execute an agreement with CIRT A (the “LPA”), to provide the LPA with Indianapolis Metropolitan Planning Organization Federal Funds Exchange dollars for an amount not to exceed \$1,136,051 utilizing state funds provided by the IMPO for the Commuter Connect Carpool Vanpool Program (2302FFE). A form of the agreement is attached hereto and incorporated herein as Exhibit D

**EXHIBIT B**

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

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

**Contract #**

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

**1. Purpose of this Agreement; Funding Source.**

The purpose of this Agreement is to enable the IMPO to award \$ [REDACTED] (the “Grant”), representing the IMPO’s portion of % [REDACTED] the eligible Construction and/or Construction Engineering costs of the project (the “Project”) described in Attachment A of this Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Agreement and in conformance with Indiana Code § 36-9-42.2 establishing the authority to make this Grant, as well as any rules adopted thereunder in accordance with the amended Federal Funds Exchange Agreement dated December 18, 2024. The funds received by the LPA pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with this Agreement and for no other purpose.

**RECITALS**

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

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

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

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

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

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

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

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

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

## UNDERSTANDINGS

### 2. Representations and Warranties of the LPA.

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

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

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

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

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

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

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

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

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

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

### **3. Implementation of and Reporting on the Project.**

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

### **4. Term.**

This Agreement commences on the date approved by the IMPO Executive Director and shall remain in effect for 3 years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with IMPO Procedures.

### **5. Funding.**

The LPA agrees to the following:

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

### **6. Payment of Claims.**

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the IMPO agrees to provide such advance payment, advance payment shall be made only upon submission of a proper accepted bid/award, contract, claim setting out the intended purposes of those funds. After such funds have been expended, LPA shall provide IMPO with a reconciliation of those expenditures. All payments will be by direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Executive Director of the IMPO.

B. The IMPO may require evidence furnished by the LPA that substantial progress has been made toward completion of the Project prior to making the payment under this Agreement. All payments are subject to

the IMPO's determination that the LPA's performance to date conforms with the Project as approved, notwithstanding any other provision of this Agreement.

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

#### **7. Project Monitoring by the IMPO.**

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

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

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

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

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

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

D. If for any reason the IMPO finds noncompliance and requires a repayment of IMPO funds previously paid to the LPA, the LPA is required to submit such sum or sums within sixty (60) days after receipt of a billing from the IMPO. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, the IMPO may take further action including but not limited to barring future participation in the program.

## **9. Compliance with Laws.**

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

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

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

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

## **10. Debarment and Suspension.**

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

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

## **11. Drug-Free Workplace Certification.**

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. LPA will give written notice to the IMPO within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA, or one of the LPA's contractors, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the IMPO for up to three (3) years.

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

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

## **12. Employment Eligibility Verification.**

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

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

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

### **13. Funding Cancellation.**

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

### **14. Force Majeure.**

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

### **15. Status of Claims.**

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

Indianapolis Metropolitan Planning Organization  
Attention: Principal Planner II  
200 East Washington Street, Suite 2322  
Indianapolis, IN 46204  
Email: [Kristyn.Sanchez@indympo.gov](mailto:Kristyn.Sanchez@indympo.gov)

### **16. Governing Law.**

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

### **17. Information Technology Accessibility Standards.**

Any information technology related products or services purchased, used or maintained through this Agreement must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance

Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

### **18. Insurance.**

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

### **19. Nondiscrimination.**

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

### **20. Notice to Parties.**

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

A. Notices to the IMPO shall be sent to:

Indianapolis Metropolitan Planning Organization  
Attention: Principal Planner II  
200 East Washington Street, Suite 2322  
Indianapolis, IN 46204  
E-mail: [Kristyn.sanchez@IndyMPO.gov](mailto:Kristyn.sanchez@IndyMPO.gov)

With a copy to:

Indianapolis Metropolitan Planning Organization  
200 East Washington Street, Suite 2322  
Indianapolis, IN 46204  
Email: [info@indympo.gov](mailto:info@indympo.gov)

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

Indianapolis Metropolitan Planning Organization  
Attention: Principal Planner II  
200 East Washington Street, Suite 2322  
Indianapolis, IN 46204  
E-mail: Kristyn.sanchez@IndyMPO.gov

- C. Notices to the LPA shall be sent to:

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

#### **21. Order of Precedence; Incorporation by Reference.**

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

#### **22. Public Record.**

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

#### **23. Termination for Breach.**

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

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

#### **24. Travel.**

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

**25. IMPO Boilerplate Affirmation Clause.**

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

**Non-Collusion, Acceptance**

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

AGREEMENT TO USE ELECTRONIC SIGNATURES

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

[LPA]

Indianapolis Metropolitan Planning Organization

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title, Printed

\_\_\_\_\_  
Anna Gremling, Executive Director (for)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**PROJECT DESCRIPTION**

Local Public Agency:

IMPO Des. No.:

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

Program:

Project Type:

Location:

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

**ATTACHMENT B  
AWARD LETTER**

**ATTACHMENT C: TITLE VI ASSURANCES**

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

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

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

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**EXHIBIT C**

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

**INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION - LOCAL PUBLIC  
AGENCY FEDERAL FUNDS EXCHANGE PROJECT GRANT AGREEMENT FOR  
ADVANCED CONSTRUCTION**

**Contract #**

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

**1. Purpose of this Agreement; Funding Source.**

The purpose of this Agreement is to enable the IMPO to award \$ [REDACTED] (the “Grant”), representing the IMPO’s portion of the eligible Construction and/or Construction Engineering costs of the project (the “Project”) described in **Attachment A** of this Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Agreement and in conformance with Indiana Code § 36-9-42.2 establishing the authority to make this Grant, as well as any rules adopted thereunder in accordance with the amended Federal Funds Exchange Agreement dated December 18, 2024. The funds received by the LPA pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with this Agreement and for no other purpose.

**RECITALS**

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

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

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

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

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

WHEREAS, the PARTIES execute this Contract pursuant to their authority as IMPO and LPA; and

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

WHEREAS, the LPA desires to expedite the Project by constructing the Project in advance of receiving funds from an IMPO grant in the future (hereinafter “advanced construction”); and

WHEREAS, the LPA recognizes, understands, and accepts that there are certain risks associated with advanced construction of projects and, pursuant to the terms of this agreement, agrees to assume such risks as set forth herein.

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

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

## UNDERSTANDINGS

### 2. Representations and Warranties of the LPA.

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

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

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

1. The LPA will prepare or cause to be prepared all required environmental document(s) or studies for each project in accordance with all pertinent state and federal laws, regulations, policies and guidance.
2. The LPA shall ensure that all contracts or procurements for work on all projects funded under the Agreement comply with all applicable state and local public purchasing laws and competitive bidding requirements (in accordance with I.C. 36-9-42.2-10. Further, in accordance with I.C. 36-9-42.2-5(6) and (7), professional services must be performed by an entity that is prequalified by INDOT, and award of all contracts for professional services that are paid with grant funds must be made on the basis of competence and qualifications.

Reasonable compensation for such contracts must be negotiated by the LPA following selection of project contractor.

3. The LPA shall complete all right-of-way acquisition, utility coordination, railroad coordination, and acquire the necessary permit(s) in accordance with applicable law.
4. The LPA shall let and award construction contracts for all projects funded under this Agreement according to any applicable laws and rules.
5. The LPA shall provide competent and adequate engineering, testing, and inspection services to ensure the performance of work on each project funded under this Agreement is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders.
6. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the Federal Fund Exchange program funds allocated to the project(s) funded under this Agreement.
7. The LPA shall certify that it has verified the suspension and debarment status for all contractors and sub-contractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The LPA shall immediately notify the IMPO if any contractor or subcontractor becomes debarred or suspended, and shall, at the IMPO's request, take all steps required by the IMPO to terminate its contractual relationship with the contractor or sub-contractor for work to be performed under this Agreement.
8. The LPA shall agree to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
  - (a) of the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
  - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
  - (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
  - (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

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

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

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

### **3. Implementation of and Reporting on the Project.**

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

### **4. Term.**

This Agreement commences on the date approved by the IMPO Executive Director and shall remain in effect for 3 years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with IMPO Procedures.

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

### **5. Funding.**

The LPA agrees to the following:

- A. It may use the IMPO funds only for eligible expenses per the IMPO Federal Funds Exchange Program Guidance related to the Project described in **Attachment A**;
- B. If it uses the IMPO funds for any purpose other than as described in **Attachment A**, the LPA
  - i. must immediately repay all grant funds provided to the IMPO; and
  - ii. may not participate in the Call for Projects during the succeeding calendar year.
- C. Disbursement of grant funds will not be made until the LPA's submission of an accepted/awarded Project Material Bid and submission of the Notification of Contractor Award and Request for IMPO Federal Exchange Funds form.

- D. The IMPO's participation in the Project is strictly limited to the grant funds awarded herein. The LPA understands and agrees that the IMPO is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.
- E. Since LPA is paying expenses prior to receipt of the grant fund, LPA shall be permitted to use any available funds for the project and may then reimburse the utilized funds directly with the grant funds submitted to it by the IMPO.

#### **6. Payment of Claims.**

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the IMPO agrees to provide such advance payment, advance payment shall be made only upon submission of a proper accepted bid/award, contract, claim setting out the intended purposes of those funds. After such funds have been expended, LPA shall provide IMPO with a reconciliation of those expenditures. All payments will be by direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Executive Director of the IMPO.

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

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

#### **7. Project Monitoring by the IMPO.**

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

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

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

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

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

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

D. If for any reason the IMPO finds noncompliance and requires a repayment of IMPO funds previously paid to the LPA, the LPA is required to submit such sum or sums within sixty (60) days after receipt of a billing from the IMPO. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, the IMPO may take further action including but not limited to barring future participation in the program.

## **9. Compliance with Laws.**

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

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

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

D. The LPA warrants that the LPA and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply

with all health, safety, and environmental statutes, rules, or regulations in the performance of work related to the Project. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of future grant opportunities with the IMPO.

#### **10. Debarment and Suspension.**

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

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

#### **11. Drug-Free Workplace Certification.**

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. LPA will give written notice to the IMPO within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA, or one of the LPA's contractors, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the IMPO for up to three (3) years.

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the IMPO within fourteen (14) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, IMPO or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

## **12. Employment Eligibility Verification.**

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

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

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

## **13. Funding Cancellation.**

When the Executive Director of the IMPO makes a written determination that funds are not appropriated, will not be appropriated, or otherwise available to support continuation of performance of this Agreement, it shall be canceled. A determination by the Executive Director of the IMPO that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## **14. Force Majeure.**

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

days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

#### **15. Status of Claims.**

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

Indianapolis Metropolitan Planning Organization  
Attention: Principal Planner II  
200 East Washington Street, Suite 2322  
Indianapolis, IN 46204  
E-mail: Kristyn.sanchez@IndyMPO.gov

#### **16. Governing Law.**

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

#### **17. Information Technology Accessibility Standards.**

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

#### **18. Insurance.**

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

#### **19. Nondiscrimination.**

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

regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. The LPA shall agree with the Title VI Assurances listed in Attachment C.

## 20. Notice to Parties.

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

- A. Notices to the IMPO shall be sent to:

Indianapolis Metropolitan Planning Organization  
Attention: Principal Planner II  
200 East Washington Street, Suite 2322  
Indianapolis, IN 46204  
E-mail: Kristyn.Sanchez@indympo.gov

With a copy to:

Indianapolis Metropolitan Planning Organization  
200 East Washington Street, Suite 2322  
Indianapolis, IN 46204  
Email: info@indympo.gov

- B. Notices to the IMPO regarding project management shall be sent to:  
 Indianapolis Metropolitan Planning Organization  
 ATTN: Programming Section  
 200 E Washington St – Suite 2322  
 Indianapolis IN 46204

- C. Notices to the LPA shall be sent to:



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

## 21. Order of Precedence; Incorporation by Reference.

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

## 22. Public Record.

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

### **23. Termination for Breach.**

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

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

### **24. Travel.**

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

### **25. IMPO Boilerplate Affirmation Clause.**

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

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**Non-Collusion, Acceptance**

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

AGREEMENT TO USE ELECTRONIC SIGNATURES

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

[LPA]

Indianapolis Metropolitan Planning Organization

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title, Printed

\_\_\_\_\_  
Anna Gremling, Executive Director

(for)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**PROJECT DESCRIPTION**

Local Public Agency:

IMPO Des. No.:

The maximum amount of IMPO funds allocated to the Project is \$

Program:

Project Type:

Location:

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

**ATTACHMENT B  
AWARD LETTER**

**ATTACHMENT C: TITLE VI ASSURANCES**

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

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

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

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**EXHIBIT D**

**FORM OF  
INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION - LOCAL PUBLIC  
AGENCY FEDERAL FUNDS EXCHANGE PROJECT GRANT AGREEMENT FOR  
PURCHASE OF GOODS/EQUIPMENT/MATERIALS**

**INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION - LOCAL PUBLIC  
AGENCY FEDERAL FUNDS EXCHANGE PROJECT GRANT AGREEMENT FOR  
PURCHASE OF GOODS/EQUIPMENT/MATERIALS INSERT PROJECT NAME AND  
DES #**

**Contract #**

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

**1. Purpose of this Agreement; Funding Source.**

The purpose of this Agreement is to enable the IMPO to award \$ \_\_\_\_\_ (the “Grant”), representing the IMPO’s portion of % \_\_\_\_\_ the eligible costs, of the project (the “Project”) described in **Attachment A** of this Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Agreement and in conformance with Indiana Code § 36-9-42.2 establishing the authority to make this Grant, as well as any rules adopted thereunder in accordance with the amended Federal Funds Exchange Agreement dated December 18, 2024. The funds received by the LPA pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with this Agreement and for no other purpose.

**RECITALS**

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

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

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

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

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

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

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

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

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

## UNDERSTANDINGS

### 2. Representations and Warranties of the LPA.

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

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

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

1. The LPA will prepare or cause to be prepared, if applicable, 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 on all projects funded under the Agreement comply with all applicable state and local public purchasing laws and competitive bidding requirements in accordance with I.C. 36-9-42.2-10.
3. The LPA shall award contracts for all projects funded under this Agreement according to applicable laws and rules.
4. The LPA shall provide competent and adequate engineering, testing, and inspection services to ensure the goods purchased and funded under this Agreement are in accordance with any applicable specifications and any special provisions or approved change orders.
5. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the funds allocated to the project funded under this Agreement.
6. 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 arising out of or resulting from the performance of the

contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- (a) of the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

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

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

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

### **3. Implementation of and Reporting on the Project.**

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

### **4. Term.**

This Agreement commences on the date approved by the IMPO Executive Director and shall remain in effect for 3 years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with IMPO Procedures.

The LPA understands they must procure goods/equipment/materials for the project no later than 180 days from receiving the funds from the IMPO.

## 5. Funding.

The LPA agrees to the following:

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

## 6. Payment of Claims.

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the IMPO agrees to provide such advance payment, advance payment shall be made only upon submission of a proper accepted bid/award, contract, or claim setting out the intended purposes of those funds. After such funds have been expended, LPA shall provide IMPO with a reconciliation of those expenditures. All payments will be by direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Executive Director of the IMPO.
- B. The IMPO may require evidence furnished by the LPA that substantial progress has been made toward completion of the Project prior to making the payment under this Agreement. All payments are subject to the IMPO's determination that the LPA's performance to date conforms with the Project as approved, notwithstanding any other provision of this Agreement.
- C. Project costs greater than the total of the IMPO's grant and the LPA's match shall be borne by the LPA. In the interest of clarity and to avoid misunderstanding, the IMPO shall not pay the LPA for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Agreement.

## 7. Project Monitoring by the IMPO.

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

- A. whether Project activities are consistent with those set forth in **Attachment A**, the CFP Application, and the terms and conditions of this Agreement;
- B. that LPA is making timely progress with the Project, and that its project management,

financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the IMPO.

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

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

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

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

D. If for any reason the IMPO finds noncompliance and requires a repayment of IMPO funds previously paid to the LPA, the LPA is required to submit such sum or sums within sixty (60) days after receipt of a billing from the IMPO. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, the IMPO may take further action including but not limited to barring future participation in the program.

### **9. Compliance with Laws.**

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

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

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

## **10. Debarment and Suspension.**

- A. The LPA certifies by entering into this Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana.
- B. The LPA certifies that it has verified the suspension and debarment status for all vendors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The LPA shall immediately notify the IMPO if any contractor becomes debarred or suspended, and shall, at the IMPO's request, take all steps required by the IMPO to terminate its contractual relationship with the contractor for work to be performed under this Agreement.

## **11. Drug-Free Workplace Certification.**

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. LPA will give written notice to the IMPO within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA, or one of the LPA's vendors, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the IMPO for up to three (3) years.

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the IMPO within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for

such purposes by a federal, IMPO or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

## **12. Employment Eligibility Verification.**

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

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

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

## **13. Funding Cancellation.**

When the Executive Director of the IMPO makes a written determination that funds are not appropriated, will not be appropriated, or otherwise available to support continuation of performance of this Agreement, it shall be canceled. A determination by the Executive Director of the IMPO that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## **14. Force Majeure.**

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

days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

#### **15. Status of Claims.**

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

Indianapolis Metropolitan Planning Organization  
Attention: Principal Planner II  
200 East Washington Street, Suite 2322  
Indianapolis, IN 46204  
E-mail: Kristyn.sanchez@IndyMPO.gov

#### **16. Governing Law.**

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

#### **17. Information Technology Accessibility Standards.**

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

#### **18. Insurance.**

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

#### **19. Nondiscrimination.**

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

regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. The LPA shall agree with the Title VI Assurances listed in Attachment C.

**20. Notice to Parties.**

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

A. Notices to the IMPO shall be sent to:

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

With a copy to:

Indianapolis Metropolitan Planning Organization  
200 East Washington Street, Suite 2322  
Indianapolis, IN 46204  
Email: info@indympo.gov

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

Indianapolis Metropolitan Planning Organization  
ATTN: Programming Section  
200 E Washington St – Suite 2322  
Indianapolis IN 46204

C. Notices to the LPA shall be sent to:

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
Email: [Redacted]

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

**21. Order of Precedence; Incorporation by Reference.**

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

**22. Public Record.**

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

**23. Termination for Breach.**

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

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

**24. Travel.**

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

**25. IMPO Boilerplate Affirmation Clause.**

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

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**Non-Collusion, Acceptance**

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

AGREEMENT TO USE ELECTRONIC SIGNATURES

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

[LPA]

Indianapolis Metropolitan Planning Organization

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title, Printed

\_\_\_\_\_  
Anna Gremling, Executive Director

(for)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**PROJECT DESCRIPTION**

Local Public Agency:

IMPO Des. No.:

The maximum amount of IMPO Federal Funds Exchange funds allocated to this Project is \$

Program:

Project Type:

Location:

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

**ATTACHMENT B  
AWARD LETTER**

**ATTACHMENT C: TITLE VI ASSURANCES**

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

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

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

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