

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION
AND
THE CITY OF WESTFIELD, INDIANA**

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“Agreement”) entered into as of the ____ day of March 2015 by and between the City of Westfield (Westfield) and the Indianapolis Public Transportation Corporation (hereinafter “IndyGo”).

WHEREAS, under Article IV, Section 116-402, of the Code of Ordinances of Indianapolis, the Indianapolis Public Transportation Corporation (“IndyGo”) was created as a distinct municipal corporation in order to establish and maintain an urban mass transportation system necessary for the welfare of the general public in that it expands the economic and social opportunities available to the residents of the city and renders adequate service essential to relieve traffic congestion which would otherwise prevent the rapid and efficient movement of persons and goods in and about the city (“IndyGo’s Purposes”); and

WHEREAS, in furtherance of IndyGo’s Purposes, IndyGo operates, among other facilities, the urban mass transportation system for the City of Indianapolis, which facilitates tourism and economic growth in Marion County and serves the general public as the primary municipal travel mechanism; and

WHEREAS, the operation of the urban mass transportation system has been found to promote significant opportunities for the gainful employment of Marion County citizens, to attract major new business enterprises to Marion County, and to retain and expand significant business enterprise within Marion County including adequate service necessary to properly utilize the factories, stores, warehouses, commercial, professional and governmental offices, schools, recreational facilities and other places where members of the general public congregate (“economic development activities”); and

WHEREAS, for several years IndyGo and Westfield have actively been involved with studies for a proposed Red Rapid Transit Line that would extend from the City of Westfield at the north end, through downtown Westfield and downtown Indianapolis, to the City of Greenwood at the south end (the “Red Line Project”), which would stimulate further economic development activities in areas located in or directly serving and benefitting downtown Westfield and downtown Indianapolis, among others; and

WHEREAS, IndyGo is requesting several stakeholders in the Red Line Project to assist in funding additional planning activities for the Red Line Project, including engineering costs, with the goal of also leveraging federal funds for the Red Line Project; and

WHEREAS, the City of Westfield, a key Red Line stakeholder, desires to facilitate the development of the Red Line Project by contributing funds to these additional planning activities; and

WHEREAS, under Indiana Code Section 36-1-7-11, appropriated monies collected by Westfield may be used to pay the costs of carrying out eligible efficiency projects within Westfield; and

WHEREAS, under Indiana Code Section 36-9-41-1.5(1), an eligible efficiency project includes a project necessary or useful to carrying out an interlocal cooperation agreement entered into by two or more political subdivisions or governmental entities; and

WHEREAS, under Indiana Code Section 36-1-7, Westfield and IndyGo are authorized to enter into an interlocal cooperation agreement to undertake projects and activities necessary or useful in furtherance of their respective purposes including particularly economic development activities; and

WHEREAS, under Indiana Code Section 36-1-7-11.5, the statute contemplates interlocal agreements to facilitate an economic development project as defined therein and by Indiana Code 6-3.5-7-13.1(c), including projects related to transportation services and transportation infrastructure and associated administrative costs, and permits one party to the agreement to transfer money to the other party to help carry out the economic development objectives; and

WHEREAS, a portion of the Red Line Project will be located in and directly serving and benefitting the City of Westfield and

WHEREAS, Westfield and IndyGo mutually and specifically desire to enter into this Agreement for the purpose of furthering, the Red Line Project; and

WHEREAS, the parties hereto desire this Agreement to be an agreement satisfying the requirements of Indiana Code Sections 36-1-7, 36-7-15.1-26(b)(3)(J) and 36-9-41-1.5(1), and find that carrying out this Agreement more efficiently benefits and furthers the respective Westfield Purposes and IndyGo Purposes (including particularly economic development activities) than would be achieved by attempting to do so separately;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, IndyGo and Westfield agree as follows:

1. TERM: The term of this Agreement will be from January 1, 2015 (the “Commencement Date”), through December 31, 2017 (the “Expiration Date”).
2. PURPOSE: The purpose of this Agreement is to protect, further, increase and enhance the benefits that result from the operation of the public transportation system and the proposed activities of the Red Line Project (including, among others, to allow opportunities for synergies and efficiencies related to costs and benefits in respect of utilities, downtown parking, creation of jobs, regional promotion and other benefits and the mutual furtherance of the respective Westfield Purposes and IndyGo Purposes including particularly economic development activities).

3. ELIGIBLE EFFICIENCY PROJECTS: IndyGo and Westfield agree that adequate funding of the planning activities for the Red Line Project are useful projects that are more efficiently carried out under this Agreement and such meet the purposes and intents of Indiana Code Section 36-9-41-1.5(1). It is also agreed that the funding of a portion of the Red Line Project planning costs by Westfield will generate consolidated efficiencies (including synergies and efficiencies in respect of costs and benefits related to utilities, job creation, downtown parking, regional promotion and other mutually beneficial activities including particularly with respect to the economic development activities), IndyGo and Westfield recognize and agree that financial support is critical for the Red Line Project, and thereby achieve such consolidated efficiencies and mutual benefits including particularly with respect to the economic development activities.
4. FINANCIAL COMMITMENT: Subject to Section 6 of this Agreement, pursuant to Indiana Code sections 36-7-15.1-7(12) and 36-7-15.1-26(b) (3) (J) and during the term of this Agreement, the City of Westfield agrees to and does hereby pledge and commit to transfer to IndyGo pursuant to all state laws and conditioned upon appropriation in the amount of \$146,206.00 (“Committed Funds”) of available appropriated monies. Such Committed Funds shall be paid over to IndyGo, by the choice of the of the City of Westfield, in one installment on or before March 25, 2015.
5. JOINT UNDERTAKING: Because this is not a joint undertaking within the meaning of Indiana Code Sections 36-1-7, this Agreement need not address other matters related to the financing, staffing, budget, administration, or real and personal property of the joint undertaking.
6. APPROVAL: The obligations in this Agreement shall be subject to all requirements of state law and subject to appropriation. This Agreement shall not be effective until approved by resolution of the Westfield Board of Public Works and Safety and IndyGo Board of Directors.
7. MODIFICATION: IndyGo and Westfield may, by mutual written agreement, alter, change or amend the terms and conditions hereof. Any alteration, change or amendment of this Agreement requires approval by resolution of Westfield and IndyGo.
8. SUPPLEMENTAL DOCUMENTS: IndyGo and Westfield agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.
9. SEVERABILITY: The provisions in this Agreement are hereby deemed to be severable to the effect that if any provision shall be declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

10. COMPLETE AGREEMENT: This Agreement constitutes the entire and complete agreement between the parties with respect to its subject matter; supersedes any prior discussions, negotiations, and understandings between them; and cannot be altered, amended, or terminated without the written agreement of both parties participating herein. The parties acknowledge that neither IndyGo nor Westfield, nor any of their employees, agents, or other representatives have made any representations relied upon by any other party other than the agreements contained herein.
11. THIRD PARTY BENEFICIARIES: Third party beneficiaries are not contemplated under this Agreement.
12. BINDING EFFECT: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.
13. TERMINATION: This agreement may be terminated upon written notification of either party. The assets and funds under this agreement will be used in furtherance of the planning activities for the Red Line Project or remitted to City of Westfield.

IN WITNESS WHEREOF, IndyGo and City of Westfield have executed this Agreement effective the date and year first above written.

INDIANAPOLIS PUBLIC
TRANSPORTATION CORPORATION

By: _____
President

CITY OF WESTFIELD, INDIANA,

By: _____
President, Westfield City Council