

**ROAD TRANSFER  
MEMORANDUM OF AGREEMENT  
Between  
THE INDIANA DEPARTMENT OF TRANSPORTATION  
AND  
Concerning  
THE TRANSFER OF SR 44 FROM SR 144 TO WEST RAMPS OF I-65**

EDS No. \_\_\_\_\_

**PREAMBLE**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (hereinafter referred to as “Effective Date”) by and between the Indiana Department of Transportation (hereinafter referred to as “INDOT”), and City of Franklin (hereinafter referred to as the CITY), and jointly referred to as the “PARTIES.”

**RECITALS**

WHEREAS, INDOT currently incurs the expense for maintaining and regulating SR 44 within the City of Franklin, including but not limited to, all right of way and small structures, the road surface, bridges, snow and ice removal, storm water drainage, mowing, traffic signals and other related signs, lighting and outdoor advertising structures and driveways; and

WHEREAS, INDOT has planned in fiscal year 2017 to complete a small town reconstruction project on SR 44 between U.S. 31 and Eastview Drive in the City of Franklin (Des#1297010/CN#R-35257);

WHEREAS, the CITY has requested that INDOT consider transferring jurisdiction of SR 44 from SR 144 to the West Ramps of I-65 to the CITY, such that they may develop their own downtown pavement and streetscape improvement projects for the benefit of the CITY and the traveling public; and

WHEREAS, the CITY is willing to accept transfer of this road in exchange for the funds INDOT has allocated under Des # 1297010/CN#R-35257, and will develop, let and construct their own local federal aid projects; and

WHEREAS, INDOT desires to transfer according to the terms of this Agreement the Transferred Road (as defined in Section 1.2 of this Agreement and illustrated in **Exhibit A** attached and herein incorporated by reference) to the CITY, and the CITY is willing to accept the Transferred Road under the terms and conditions set forth in this Agreement and assume responsibility for all future maintenance, liability and regulation of the Transferred Road, including but not limited to all right of way and all structures, the road surface, bridges, snow and ice removal, storm water drainage, mowing, traffic signals and other related signs, outdoor advertising structures and driveways in perpetuity under the terms of this Agreement; and

WHEREAS, I.C. 8-23-4-10 and I.C. 8-23-4-12 authorize INDOT and the CITY to execute this Agreement; and

NOW THEREFORE, in consideration of the premises and the mutually dependent covenants herein contained, the PARTIES hereto agree as follows:

- 1.1. Purpose. The purpose of this Agreement is to transfer full responsibility for all operation, construction, maintenance, regulation and liability relating to the Transferred Road from INDOT to the CITY to the fullest extent permitted by applicable law. To comply with Indiana law regarding the sale of real estate, the PARTIES agree that INDOT is not transferring title to any real estate by way of this Agreement and that INDOT shall retain legal title of the Transferred Road including without limitation any real property underneath existing pavement and the accompanying right of way, as described in the land records of Johnson, Indiana. For the purposes of this Agreement and to avoid misunderstanding, the term "Transferred Road" is defined in Section 1.2 of this Agreement. **See Exhibit A.**
- 1.2. Transferred Road from INDOT to CITY Defined.
  - A. The "Transferred Road" is defined as the section of SR 44 beginning at its junction with SR 144 (west of US 31) easterly to the west ramps of I-65.
  - B. Transfer includes the bridge over Hurricane Creek STR#44-41-08272 (NBI#16390). By copy of this Agreement, the CITY will advise Johnson County of this transfer upon full execution of this Agreement as the County maintains all municipal bridges as part of its County Cumulative Bridge Fund.
  - C. Total Transfer: **3.73 centerline miles and 1 bridge.**
- 1.3. Date of Transfer. The Date of Transfer is defined as the date upon which SR 44 will transfer from INDOT to the CITY. The CITY should expect transfer of this Agreement within 4 weeks of full execution of this Agreement by the Office of Attorney General. The CITY will be notified by certified mail of the exact date and time of transfer providing at least a two week notice of the actual date of transfer. The City agrees to have an official truck route described in Section 1.5 below signed and opened to traffic on the official date of transfer.
- 1.4. Acceptance. The CITY agrees to the transfer of roads between systems according to the terms of this Agreement on the Date of Transfer.
- 1.5. Local Truck Route. As a condition of this Agreement, the CITY agrees to establish and sign a permanent truck route approved by INDOT between SR 144 and I-65.
- 1.6. Improvement Projects Planned by the CITY defined
  - A. Local Federal Aid Improvements. The CITY has proposed a series of local federal aid projects for portions of the Transferred Road and other federal aid eligible routes within the CITY, some of which will improve safety and traffic efficiency. Subject to the conditions of this Agreement, INDOT agrees to participate in the cost of these projects, but not earlier than June 1, 2016, as per the funding terms provided in Section 1.7.
  - B. The local federal aid improvement projects will be developed and administered as LPA projects in accordance with usual INDOT policies and procedures. The CITY understands

and agrees that a cooperative LPA project agreement (separate from this Transfer Agreement) must be executed by INDOT and the CITY in order for each of the improvement projects to proceed. The CITY shall coordinate with INDOT in the project development process, and shall submit design plans for INDOT's review and approval (which shall not be unreasonably withheld). Further, the Parties understand and agree that safety concerns, in addition to other enhancement and aesthetic concern, must be addressed and included in the project design. The CITY shall also be responsible to apply for and obtain any and all necessary permits for these projects..

1.7. Transfer Funding Terms. In exchange for accepting the Transferred Road, INDOT agrees to compensate the CITY according to the following terms, and the CITY agrees to accept such funding as full and complete compensation for accepting the Transferred Road:

- (i) Cash Payment. INDOT will provide the CITY a one-time cash payment in the amount of EIGHTY THOUSAND DOLLARS (\$80,000) to maintain the transferred road until which time the locals construct their local federal aid projects. Following transfer, the CITY will invoice INDOT for these funds.
- (ii) Federal Funding Contribution to Local Federal Aid Improvements. INDOT will make available to the CITY, federal aid and match funds not to exceed TWELVE MILLION EIGHT HUNDRED AND TWENTY- FIVE THOUSAND DOLLARS **(\$12,825,000)**. These funds will be provided in two equal installments in FY 2017 (between 7/1/2016-6/30/2017) & FY 2018 (between 7/1/2017-6/30/2018) as follows:
  - a.) ***Federal-aid Highway Funds toward 80% costs of Local Federal Aid Improvement Projects.*** INDOT will provide the CITY its federal aid highway funds for the Federal Aid Improvement Projects in **two equal installments of \$5,130,000 each in FY 2017 and 2018 for a total amount of \$10,260,000** for the express purpose of completing the Improvement Projects. INDOT shall provide such funds from any combination of federal sources available in its sole discretion. The CITY understands that the federal funds provided shall be used to cover federally eligible project expenses (and not costs of the Enhancement Projects or other items ineligible for federal aid highway funding).
  - b.) ***Supplemental Matching Federal Resources (SMFR).*** INDOT shall make SMFR funds available to the CITY in **two equal installments of \$1,282,500 each in FY 2017 and 2018 for a total amount of \$2,565,000** but in no event before full execution of this Agreement (including approval by all reviewing State agencies).
  - c.) In no event will these funds be made available to the CITY prior to June 1, 2016
  - d.) The CITY shall be solely responsible to provide 100% of the cost of any federal or non-federal match funds for their local improvement projects that exceed INDOT's maximum contribution in this Section
- (iii) As federal funds will be used on local federal aid improvements, the CITY understands and agrees that it must comply with all applicable state and federal law, regulation and policy, including in the project development, land acquisition and utility relocation

processes. Failure to comply with applicable federal law and INDOT policy may result in a finding of ineligibility for federal participation and a withdrawal of federal aid funds.

(iv) Application of Transfer Funding to Local Projects. The CITY shall communicate in writing specifically referencing this Agreement, how the funds provided by INDOT to the CITY in Section 1.7(ii) will be applied.

1.7. Limited Access Right of Way. To avoid confusion, the Parties agree that according to applicable law, including Federal Highway Administration laws and regulations, INDOT will retain control over (if any) limited access right of way. However, INDOT agrees in good faith to work with both the CITY and the Federal Highway Administration with respect to any requests to break the limited access right of way line.

1.8. Cooperation/Coordination with MPO or County. The CITY shall be responsible to coordinate with their Metropolitan Planning Organization to ensure that the Corridor Improvement Projects (and any other federal-aid eligible project constructed with the federal-aid funds provided herein) are incorporated into their Transportation Improvement Plan (“TIP”) and the Statewide Transportation Improvement Plan (“STIP”). Further, to the extent that any coordination, agreements or approvals may be needed from Johnson County regarding either the Transferred Road, the CITY shall be responsible to enter into such agreements, obtain any approvals or otherwise coordinate with Johnson County.

## **GENERAL PROVISIONS**

2.1. Access to Records. INDOT shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment under the terms of this Agreement, for inspection or audit by the CITY, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by CITY. The INDOT agrees that, upon request by any agency participating in federally-assisted programs with whom the INDOT has agreed to or seeks to agree to, CITY may release or make available to the agency any working papers from an audit performed by the CITY of the INDOT in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2.2. Audit. INDOT acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines (including applicable provisions of the Office of Management and Budget Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations) specified by the State and/or in accordance with audit requirements specified elsewhere in this Agreement.

2.3. Authority to Bind CITY. The signatory for the CITY warrants that he/she has the necessary authority to enter into this Agreement. The signatory for the CITY represents that he/she has been duly authorized to execute this Agreement on behalf of the CITY, and has obtained all necessary or applicable approval to make this Agreement fully binding upon the CITY when his/her signature is affixed to this Agreement.

2.4. Certification for Federal Aid Contracts Lobbying Activities. The CITY certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the CITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The CITY also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

2.5. Compliance with Laws.

A. The CITY 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 of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Agreement shall be reviewed by INDOT to determine whether formal modifications are required to the provisions of this Agreement.

B. The CITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, et seq., Indiana Code § 4-2-7, et. seq., the regulations promulgated thereunder, and Executive Order 05-12, dated January 12, 2005. If the CITY is not familiar with these ethical requirements, the CITY should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>>. If the CITY or its agents violate any applicable ethical standards, the State may, at its sole discretion, terminate this Agreement immediately upon notice to the CITY. In addition, the CITY may be subject to penalties under Indiana Code §§ 4-2-6 and 4-2-7, and under any other applicable state or federal laws.

C. The CITY certifies by entering into this Agreement, that it is not presently in arrears in payment of any permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the CITY agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the CITY. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the CITY becomes current in its payments and has submitted proof of such payment to INDOT.

D. As required by IC 5-22-3-7: (1) the CITY and any principals of the CITY certify that (A) the CITY, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the CITY will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law. (2) The CITY and any principals of the CITY certify that an affiliate or principal of the CITY and any agent acting on behalf of the CITY or on behalf of an affiliate or principal of the CITY (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

2.6. Drug Free Workplace Certification. The CITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug free workplace, and that it will give written notice to the Indiana Department of Transportation and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the CITY in the State of Indiana has been convicted of a criminal drug violation occurring in the CITY 's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Agreement payments, termination of the Agreement and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Agreement amount set forth in this Agreement is in excess of \$25,000.00, the CITY hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all agreements with and grants from the State of Indiana in excess of \$25,000.00. No award of an agreement shall be made, and no purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the CITY and made a part of the agreement as part of the executed contract.

The CITY certifies and agrees that it will provide a drug-free workplace by:

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

- d. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- e. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) 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, state or local health, law enforcement, or other appropriate agency; and
- f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

2.7. Employment Eligibility Verification.

- a. The CITY affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.
- b. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- c. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- d. The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- e. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

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

2.9. Funding Cancellation Clause. When the Director of the Office of Management and Budget makes a written determination that funds are not appropriated or otherwise available to support continuation of

the performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

2.10. Governing Laws. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana.

2.11. Indemnification. The CITY agrees to indemnify exculpate, and hold harmless the State of Indiana, INDOT, and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, or by whosoever caused, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, only to the extent of negligence of the CITY, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. INDOT shall **not** provide such indemnification to the CITY.

The CITY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the CITY shall default under the provisions of this Section.

2.12. Non-Discrimination

A. Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, the CITY, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

B The CITY understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the CITY agrees that if the CITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, religion and disability.) The following are examples of where this policy shall be applied relative to the INDOT.

C. The CITY shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.

D. The CITY shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, religion and disability).

E. The CITY shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, religion and disability.)

F. The CITY shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

G. The CITY shall take appropriate actions to correct any deficiency determined by INDOT and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.

2.13. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

- A. For INDOT LPA: Kathy Eaton McKalip – LPA Program Director  
100 N. Senate Ave. Room N955  
Indianapolis, IN 46204  
[KEATON-McKalip@indot.IN.gov](mailto:KEATON-McKalip@indot.IN.gov)
  
- B. For INDOT State Tony McClellan, District Deputy Commissioner  
185 Agrico Lane  
Seymour, Indiana 47274  
[TMcclellan@indot.IN.gov](mailto:TMcclellan@indot.IN.gov)
  
- C. Mayor Joe McGuinness  
( or Travis Underhill, City Engineer)70 E. Monroe Street  
P.O. Box 280  
Franklin, IN 46131  
[mayor@franklin.in.gov](mailto:mayor@franklin.in.gov)  
[tunderhill@franklin.in.gov](mailto:tunderhill@franklin.in.gov)

2.14. Payment. If the CITY has any outstanding balances on any Contract with INDOT, and such outstanding balances due to INDOT are at least sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to invoke the powers of the Auditor of the State of Indiana to make a mandatory transfer of funds from the CITY's allocation of the Motor Vehicle Highway Account to INDOT's account, or INDOT may withhold or garnish payments otherwise due to the CITY from INDOT under this Agreement to partially or wholly satisfy such outstanding balances.

2.15. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

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

2.17. Status of Claims. The CITY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the CITY resulting from services performed under this Agreement.

2.18. General. This Agreement represents the entire understanding between the Parties relating to the subject matter, and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Agreement must be in writing, reference this Section 2.18 and be signed by duly authorized representatives of the Parties. Neither this Agreement nor any portions of it may be assigned, licensed or otherwise transferred by the CITY without the prior written consent of INDOT. This Agreement will be binding upon the Parties and their permitted successors or assigns. Failure of either Party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings are inserted for convenience only and do not constitute part of this Agreement.

[Remainder of Page Intentionally Left Blank]





**APPROVALS**

STATE OF INDIANA  
State Budget Agency

\_\_\_\_\_  
Brian E. Bailey, Director

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

STATE OF INDIANA  
Department of Administration

\_\_\_\_\_  
Jessica Robertson, Commissioner

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

Approved as to Form and Legality:

\_\_\_\_\_(for)  
Attorney General Gregory F. Zoeller

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

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by the undersigned attorney who affirms, under penalties of perjury, that all Social Security numbers have been redacted from the forgoing, and all attachments thereto, except as allowed by law.

\_\_\_\_\_  
This instrument prepared by:  
Teresa Dashiell Giller  
Attorney No. 49-17698-A  
100 N. Senate Ave., IGCN Room N730  
Indianapolis, IN 46204-2216  
(317) 232-6734