

GREENWOOD COMMON COUNCIL

RESOLUTION NO. 23-09

**A RESOLUTION OF THE GREENWOOD COMMON COUNCIL APPROVING AN
INTERLOCAL AGREEMENT WITH JOHNSON COUNTY REGARDING FEDERAL
TRANSIT ADMINISTRATION SECTION 5307 PUBLIC TRANSIT GRANT LOCAL
MATCH CONTRIBUTION AND RELATED MATTERS**

WHEREAS, in previous years Gateway Services, Inc. d/b/a Access Johnson County Public Transit (“Access Johnson County”) was the subrecipient of a Federal Transit Administration (“FTA”) Section 5311 Rural Area Formula Grant to operate transit services in Johnson County, including within the City of Greenwood (“City”);

WHEREAS, the City separately contracted with Access Johnson County to provide the transit services to City residents and paid a local grant match contribution toward the funding to Access Johnson County;

WHEREAS, due to the increase in the population of Johnson County, it is now considered “urban” under the FTA grant program guidelines, and under Section 5307 Urban Area Formula Grant the transit grant program funding subrecipient must be a political subdivision;

WHEREAS, Johnson County is the political subdivision that has agreed to be the subrecipient of the Section 5307 Rural Area Formula Grant and it has entered into a Professional Services Agreement with Access Johnson County to provide public transportation services to Johnson County residents, including those within the City;

WHEREAS, the City desires to contribute to the 5307 FTA Urban Area Formula Grant local match requirement to ensure continued transportation services to City residents, and Johnson County desires to accept the City’s contribution toward the local match funds;

WHEREAS, it is desirable, advantageous, and in the public interest for the City of Greenwood and Johnson County to enter into an interlocal agreement regarding the local match contributions towards the Section 5307 FTA Urban Area Formula Grant for transportation services; and

WHEREAS, Ind. Code § 36-1-7-2 provides that Indiana political subdivisions that want to buy or sell services may enter into contracts for that purpose through an interlocal agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREENWOOD, AS FOLLOWS:

Section 1. The form of the Interlocal Agreement concerning the contributions toward the Section 5307 Federal Transit Administration Urban Area Formula Grant between the City of Greenwood and Johnson County, a copy of which is attached hereto as Exhibit A and incorporated herein, is in all things approved.

Section 2. The Mayor, on behalf of the City of Greenwood, is hereby expressly authorized to enter into said Interlocal Agreement and to make any reasonable amendments in his discretion that do not increase the City of Greenwood’s duties, obligations, or financial obligation and the Mayor is expressly authorized to bind the City to said amendments.


Section 3. The fully-executed Interlocal Agreement shall be recorded in the Office of the Recorder of Johnson County, and two (2) copies of the Interlocal Agreement shall be filed in the office of the Clerk of the City of Greenwood, Indiana, and the Council directs the Clerk to maintain for public inspection two (2) copies of said Agreement in the files of the Clerk.

Section 4. The sections, paragraphs, sentences, clauses, phrases and words of this Resolution are separable, and if any word, phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional, invalid or unenforceable by the valid judgment or

decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs and sections of this Resolution.

Section 5. This Resolution shall be in full force and effect from and after its passage and approval by the Mayor of the City of Greenwood.

PASSED AND ADOPTED by the Common Council of the City of Greenwood, Indiana, this 17th day of July, 2023.

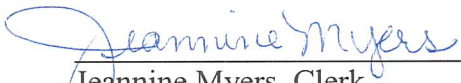

Michael Campbell, President
Greenwood Common Council

ATTEST:

I hereby certify that the foregoing within and attached resolution was duly passed by the Common Council of the City of Greenwood, Indiana, at a meeting thereof held on the 17th day of July, 2023, by the following vote:

| | AYE: | NAY: |
|-------------------|-------------------------------------|--------------------------|
| Ronald Bates | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Erin Betron | <input type="checkbox"/> | <input type="checkbox"/> |
| Michael Campbell | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Linda S. Gibson | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Ezra Hill | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| J. David Hopper | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| David Lekse | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Bradley Pendleton | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Michael Williams | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

The foregoing within and attached resolution passed by the Common Council of the City of Greenwood, Indiana, on the 17th day of July, 2023, is presented by me this 20th day of July, 2023, at 12:30 o'clock P.m., to the Mayor of the City of Greenwood, Indiana.


Jeannine Myers, Clerk

The foregoing within and attached resolution passed by the Common Council of the City of Greenwood, Indiana, on the 17th day of July, 2023, is approved by me this 21st day of July, 2023, at 11:00 o'clock A.m.



MARK W. MYERS, Mayor of
the City of Greenwood, Indiana

Exhibit A – GCC Res. 23-09

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF GREENWOOD, INDIANA
AND JOHNSON COUNTY, INDIANA REGARDING LOCAL MATCH
CONTRIBUTIONS TOWARDS THE 5307 FTA URBAN AREA FORMULA GRANT**

This Interlocal Agreement (“Agreement”) is made pursuant to Indiana Code 36-1-7 *et seq.* by and between the City of Greenwood, a municipal corporation in the State of Indiana, (“City”) and Johnson County, Indiana, by and through its Board of Commissioners (the “County”). The County and City may be referred herein jointly as “Parties” or individually as a “Party.”

RECITALS

A. The City and Gateway Services, Inc., d/b/a Access Johnson County Public Transit, a subrecipient funded through Federal Transit Administration (“FTA”) Section 5311 grant program for transit in rural areas, with an address at 3500 N Morton Street/PO Box 216, Franklin, IN 46131 (“Access”) entered into a Services contract dated April 1, 2019 and subsequently Amended on December 16, 2019 whereby the City provides yearly compensation of no greater than Twenty-Three Thousand Four Hundred Sixty and 00/100 Dollars (\$23,460.00), to be paid in equal monthly installments of One Thousand Nine Hundred Fifty-Five and 00/100 Dollars (\$1,955.00) to assist Access in their required local match funding of transportation services provided by Access to City residents commencing January 2020 through December 2023. The City’s payments are included in their yearly budget approved through the Mayor’s office and their Common Council for the use and benefit of the citizens of the City.

B. In 2021, the FTA guidelines were amended whereby Johnson County was no longer considered “Rural” for section 5311 purposes making Access unable to continue as a subrecipient of said grant and thereby no longer responsible for the local match portion of said grant. As a result, the County was required to become the FTA subrecipient of the Indianapolis Public Transportation Corporation (IPTC) grant funded through section 5307 FTA Urban Area Formula Grants and as such the County is now responsible for the local match requirement of said grant.

C. As a subrecipient of the section 5307 FTA Urban Area Formula Grant authorized to contract for transportation services, the County sent out a request for proposals. Access was awarded the proposal and contracted with the County to provide transportation services for the County on December 6, 2021 for a duration of two (2) years ending December 31, 2023.

D. The City desires to continue to contribute to the 5307 FTA Urban Area Formula Grant local match requirement to ensure continued transportation services to City residents. The County

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desires to accept the City's contribution to local match funds to ensure continued uninterrupted transportation for citizens of Johnson County.

G. Indiana Code § 36-1-7 *et. seq.* permits Interlocal Agreements by and between governmental entities, and this Agreement is made pursuant to its provisions.

H. This Agreement shall remain in effect as long as the County remains the subrecipient of the section 5307 FTA Urban Area Formula Grant through the IPTC unless otherwise agreed by the parties.

AGREEMENT

NOW THEREFORE, the City and the County, in consideration of the foregoing premises, agree as follows:

1. City Obligations. The City agrees to continue to budget for and provide yearly compensation of no greater than Twenty-Three Thousand Four Hundred Sixty and 00/100 Dollars (\$23,460.00), to be paid in equal monthly installments of One Thousand Nine Hundred Fifty-Five and 00/100 Dollars (\$1,955.00) directly to the County to assist the County in their required local match funding of transportation services provided by Access for the use and benefit of the citizens of the City.

2. County Obligations. The County agrees to accept and to apply the City's payments toward the local match requirement as an FTA subrecipient of the Indianapolis Public Transportation Corporation (IPTC) grant funded through section 5307 FTA Urban Area Formula Grants.

3. Delegation of Duty. Pursuant to Indiana Code 36-1-7-4(a)(3), the Parties hereby delegate the duty to receive, disburse, account for and report all monies associated with this Agreement to the Treasurer of Johnson County, Indiana.

4. Fiscal Body Approval. Pursuant to Indiana Code 36-1-7-4(a)(2), this Agreement is subject to approval by the City and County's fiscal bodies.

5. Filing. Before taking effect, this Agreement will be filed with the Johnson County Recorder, and within sixty (60) day after execution, will be filed with the Indiana State Board of Accounts.

6. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, and by the execution of such amendment by the parties or their successors in interest.

7. Assignment. The rights and obligations contained in this Agreement may not be assigned without the express prior written consent of the parties.

8. Dispute Resolution. Any disputes that may arise under this Agreement shall be resolved by the parties' respective executive officers, or their designees. Failing resolution by the executive

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officers, either party may institute suit in an Indiana court of general jurisdiction outside of Johnson County.

9. Injunctive Relief. The Parties agree that the nature of their obligations to each other make money damages both difficult to calculate and ineffective as a remedy. The parties agree that each is entitled to injunctive relief in the event of breach by the other party.

10. Indemnity. The parties hereto agree to indemnify and hold harmless each other and their respective officers and employees from and against any and all claims, suits, and liability of any kind or character which result or arise from any act or omission arising from or connected with the performance of any of the duties and responsibilities by the parties under this Agreement.

11. Entire 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, changed or amended except as provided in Section 6. The parties acknowledge that neither the City or the County, nor any of their respective officers, employees, or agents have made any representations relied upon by any other party other than the agreements contained in this writing.

12. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Indiana. This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

13. Interpretation. The parties acknowledge and agree that this Agreement is the result of negotiations between the parties and their respective legal counsel, and no party shall be deemed to be the drafter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against either party.

14. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

15. Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.

All of which is agreed to this _____ day of _____, 2023

INTERLOCAL AGREEMENT BETWEEN THE CITY OF GREENWOOD, INDIANA AND JOHNSON COUNTY, INDIANA
REGARDING LOCAL MATCH CONTRIBUTIONS TOWARDS THE 5307 FTA URBAN AREA FORMULA GRANT

AGREED BY:

CITY OF GREENWOOD

By: Mark W. Myers
Mark W. Myers, Mayor

Date: 7/27/2023

As Authorized and Approved by the City of Greenwood Board of Public Works and Safety at a
Public Meeting on _____

Approved by the Common Council of the City of Greenwood, Indiana by resolution adopted the
17th day of July, 2023.

ATTEST:

By: Jeannine Myers
Jeannine Myers, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Shawna Koons, City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF GREENWOOD, INDIANA AND JOHNSON COUNTY, INDIANA
REGARDING LOCAL MATCH CONTRIBUTIONS TOWARDS THE 5307 FTA URBAN AREA FORMULA GRANT

AGREED BY:

JOHNSON COUNTY BOARD OF COMMISSIONERS

By: _____
Brian P. Baird, Chair

By: _____
Kevin M. Walls, Member

By: _____
Ronald H. West, Member

DATE: _____

Attest: _____
Elizabeth Alvey, Johnson County Auditor

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**FISCAL BODY APPROVAL
JOHNSON COUNTY COUNCIL**

Approved this _____ day of July, 2023.

Voting Affirmative:

By: _____
Jonathan T. Myers

By: _____
Melinda Griesemer

By: _____
Pamela Burton

By: _____
Ron Deer

By: _____
John Ditmars

By: _____
John Mallers

By: _____
John Myers

Voting Opposed:

By: _____
Jonathan T. Myers

By: _____
Melinda Griesemer

By: _____
Pamela Burton

By: _____
Ron Deer

By: _____
John Ditmars

By: _____
John Mallers

By: _____
John Myers

Attest:

Elizabeth A. Alvey, Johnson County Auditor

This document was prepared by Adam Gadberry, Johnson County Attorney.

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/Adam Gadberry