MEMORANDUM

To: Board of Trustees
From: Jim Dworkin, Chancellor, Purdue North Central (“PNC”)
Cc: Mitch Daniels, President
Bill Sullivan, Treasurer and Chief Financial Officer
Re: Proposed Interlocal Cooperation Agreement for Transit Service for PNC
Date: July 9, 2014

Purpose. The purpose of this memo is to request the Board’s authorization and approval to enter into an interlocal cooperation agreement with the City of Michigan City, the City of La Porte, and the La Porte County Board of Commissioners relating to the operation and financing of a public transit commuter service among Michigan City, LaPorte and PNC. A draft copy of the interlocal agreement is attached for your review.

Background. Like the interlocal cooperation agreement with the City of West Lafayette that was recently approved by the Board’s Executive Committee, this agreement will be entered into in accordance with Indiana Code 36-1-7-1, et seq. As you will recall, this statute permits public agencies to pool their powers and exercise them in cooperation with each other, typically in order to support the delivery of shared public services such as the transit service contemplated here. Specifically, the agreement will establish public commuter bus service connecting PNC and the two largest cities in La Porte County. This transit “Triangle” will tie to existing bus routes in Michigan City and extend new routes to the City of La Porte and the North Central campus. The service will include daily, scheduled stops allowing students and community members to easily travel to and from each of the three destinations.

Since my arrival at PNC, I have been involved in numerous efforts to explore the feasibility of bus service to campus in response to needs expressed by students and community leaders. Previous initiatives stalled when adequate funding for operating costs could not be secured. Under the proposed agreement, support for the “Triangle” service is to be provided by a combination of city, county and university funds. In a commendable display of collaboration, elected officials from both cities and from La Porte County have agreed to combine federal funds from Congestion Mitigation and Air Quality Improvement Program (CMAQ) grants. Collectively, these funds will cover 80% of operating costs and will be sufficient to sustain service for at least three years.

A recent survey of current Purdue North Central students indicated a high level of interest in public transportation. It is important to note that making transit service available to potential students who would otherwise be unable to attend is also a goal of the university. Fares will be collected, but rates will be kept to a minimum to encourage participation.

Requested Action. Purdue North Central is proud to have taken a leadership role in this initiative and seeks the Board’s approval to provide this important public service to our students and the communities we serve. Your adoption of the attached resolution is respectfully requested.
RESOLUTIONS OF THE
BOARD OF TRUSTEES (THE “BOARD”)
of the Trustees of Purdue University

AUTHORIZING AND EMPOWERING THE OFFICERS OF THE
CORPORATION TO ENTER INTO AN INTERLOCAL COOPERATION
AGREEMENT WITH MICHIGAN CITY, LA PORTE, AND THE LA PORTE
COUNTY BOARD OF COMMISSIONERS FOR THE OPERATION AND
FINANCING OF A PUBLIC TRANSIT COMMUTER SERVICE

WHEREAS, in response to statements of need expressed by their local communities, officials representing the City of Michigan City, the City of La Porte, the La Porte County Board of Commissioners, and Purdue North Central have developed a proposal for the operation and financing of a public transit commuter service that will provide enhanced connectivity among these communities; and

WHEREAS, the parties have determined that this project will facilitate access between the cities and to the campus for the public, students, and employees alike, thus encouraging the pursuit of education and employment opportunities in the region; and

WHEREAS, the parties acknowledge that the provisions of Indiana Code 36-1-7-1, et. seq., as amended from time to time, permit public agencies to enter into interlocal cooperation agreements to make the most efficient use of their powers by contracting and utilizing services for the mutual benefit of the participating entities; and

WHEREAS, the Trustees of Purdue University (the “Corporation”), as a body corporate created by the Indiana General Assembly and a state educational institution organized and governed pursuant to Indiana Code 21-23-1 and 21-2-7, is a “public corporate body” having certain power and authority as an instrumentality of the State of Indiana; and

WHEREAS, as an entity described in Indiana Code 36-1-7-1, the Corporation is authorized to enter into one or more interlocal agreements with other public entities to govern the exercise of certain powers jointly or on each other’s behalf, provided that such powers are administered through a joint board representing the parties; and

WHEREAS, the creation of, and the administration of powers through, a joint board pursuant to an interlocal agreement must be approved through a resolution or ordinance adopted by the governing board of each party to the interlocal agreement; and

WHEREAS, a copy of the proposed interlocal cooperation agreement that will govern the administration and delivery of this public transit commuter service (the “Interlocal Agreement”) has been made available to the Board for its review and consideration:
NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. Having considered the anticipated benefits of the proposed public transit commuter service, the Board hereby finds and declares that a necessity for such service exists.

2. The Board hereby approves the Interlocal Agreement and the formation of the joint board contemplated thereby.

3. The Chairman, Vice Chairman, Treasurer, Assistant Treasurer, Legal Counsel, Assistant Legal Counsel, Secretary and Assistant Secretary of the Corporation, and the Chief Financial Officer and the Senior Vice President for Business Services and Assistant Treasurer of Purdue University, and each of said officers respectively, are hereby authorized and empowered, for, on behalf of, and in the name of the Corporation, or of Purdue University, or of Purdue North Central to: (a) execute and deliver the Interlocal Agreement and to make such filings related thereto as are necessary or appropriate under applicable law, and (b) execute, deliver and file all other necessary and proper documents and instruments and take all other necessary and proper actions to consummate the transactions contemplated by the Interlocal Agreement and to carry out the purpose and intent of this resolution, whether therein or herein specifically authorized or not, except for such actions as are specifically required by law to be taken by the Board of Trustees as the governing board of the Corporation.

4. The Secretary of the Board is hereby authorized and instructed to record this resolution in the minutes of this meeting and to transmit a copy hereof to such public officials who may require it in connection with the establishment of the public transit commuter services described herein.
INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF MICHIGAN CITY, THE CITY OF LA PORTE, THE LA PORTE
COUNTY BOARD OF COMMISSIONERS, AND PURDUE UNIVERSITY NORTH
CENTRAL FOR A PUBLIC TRANSIT SERVICE TO OPERATE BETWEEN
MICHIGAN CITY AND LA PORTE, MICHIGAN CITY AND PURDUE UNIVERSITY
NORTH CENTRAL, AND BETWEEN THE CITY OF LA PORTE AND PURDUE
UNIVERSITY NORTH CENTRAL

This Interlocal Cooperation Agreement is entered into this ___ day of _________, 2014
by the City of Michigan City (hereinafter referred to as “MC”), the City of La Porte (hereinafter
referred to as “LP”), the La Porte County Board of Commissioners (hereinafter referred to as
“LCBC”), and Purdue University on behalf of Purdue University North Central (hereinafter
referred to as “PNC”) for the operation and financing of a public transit commuter service
between MC and LP, MC and PNC, and LP and PNC in accordance with Indiana Code 36-1-7-1,
et seq., as amended from time to time.

RECITALS

WHEREAS, MC is a unit of local government located in La Porte County, Indiana with
jurisdiction over all real property and residents within the municipal corporate boundaries of
Michigan City; and

WHEREAS, LP is a unit of local government located in La Porte County, Indiana with
jurisdiction over all real property and residents within the municipal corporate boundaries of the
City of La Porte; and

WHEREAS, the LCBC is a governmental entity in the State of Indiana with jurisdiction
over all real property and residents within the boundaries of La Porte County; and

WHEREAS, PNC is a body corporate and politic created and existing under the laws of
the State of Indiana; and

WHEREAS, the parties herein have reviewed the purpose of this project and perceive
the need for a public transit commuter service between the cities and the university to facilitate
access between the cities and to the campus for the public, students, and employees to encourage
education and employment; and

WHEREAS, the parties acknowledge that the provision of Indiana Code 36-1-7-1, et.
seq., as amended from time to time, permit governmental entities to enter into interlocal
cooperation agreements to make the most efficient use of their powers by contracting and
utilizing services for the mutual benefit of the participating governmental entities.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, all
of which are hereby acknowledged, MC, LP, LCBC, and PNC do hereby agree as follows:

COVENANTS
SECTION 1: EFFECTIVE DATE & DURATION OF AGREEMENT.
Pursuant to I.C. 36-1-7-2, each party to this Agreement must pass an ordinance or resolution approving this Agreement. After each party passes an ordinance or resolution approving this Agreement, pursuant to I.C. 36-1-7-6, before this Agreement takes effect, it must be recorded with the LaPorte County Recorder. Thus, the date this Agreement takes effect will be the date this Agreement is recorded with the LaPorte County Recorder’s Office.

The term of this Agreement shall be for three (3) years. This Agreement may be extended upon written agreement by the parties.

SECTION 2: PURPOSE.
The purpose of this Agreement is to establish the duties and responsibilities of each of the parties herein for the financing and operation of public transit commuter service between the cities and University which are parties to this Agreement.

SECTION 3: PROJECT DEFINED.
The project will provide a public transit commuter service, (hereinafter referred to as the “Triangle Route”), which shall operate Monday through Friday as follows:
A.) Daily round trip runs between MC and PNC with said service being provided by MC;
B.) Daily round trip runs between LP and PNC with said service being provided by LP; and
C.) Daily round trip runs between MC and LP with said service being provided by MC.

This Triangle Route is for the benefit of the public, students, and employees to encourage education and employment. It is anticipated that this Triangle Route will commence its first day of operation on August 25, 2014, which is the first day of the Fall/Winter semester for PNC.

The project will be funded from Congestion Mitigation and Air Quality Improvement Program (CMAQ) and a local match of twenty percent (20%). MC will be the lead agency and apply for and be the recipient of the grant funds. Each party to this Agreement will share equally in funding the local match each of the three (3) years of the project. There will be capital equipment and structures purchased by MC with grant funds, namely two (2) project buses and two (2) shelters. MC will lease one (1) of the project buses to LP for the duration of the project. In addition, MC may lease a shelter for the duration of the project to LCBC.

All parties herein understand that since this grant is federally funded, the Federal Transit Administration (FTA) has seventeen (17) areas of compliance that are reviewed by the FTA. The seventeen (17) areas of compliance can be located in the FTA Master Agreement and FTA FY2014 Triennial Review Workshop Workbook, which are deemed incorporated herein by reference.

The parties understand and agree that MC has to comply with all seventeen (17) areas of compliance at all times. Throughout the time the project capital equipment and structures are leased to LP, PNC, and LCBC, each of these entities understand and agree that they will have to also comply with the seventeen (17) areas of compliance and to cooperate at all times with MC in providing any inspections, documentations, and/or assistance in to assure the areas of compliance are consistently met.
SECTION 4: PROJECT FUNDING ESTIMATES & SHARING OF COSTS BETWEEN THE PARTIES.

Each party agrees that the dollar amounts stated herein may or may not be the exact amounts for the project.

MC will apply for Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding for this project, and MC has received pre-awarded authority from the Federal Highway Administration (FHWA), the Indiana Dept. of Transportation (INDOT), and the Northwestern Indiana Regional Planning Commission (NIRPC). The total amount of CMAQ funding consists of two (2) components, the Operating Grant and the Capital Grant. The local match for the Operating Grant can be spread out over the course of three (3) years; however, the local match for the Capital Grant cannot be spread out over the course of three (3) years because said funds are required to purchase two (2) buses and two (2) shelters for this project at the beginning of the project. The anticipated funding for the project is as follows:

- **Operating Grant:** $803,210.00 (CMAQ); $149,744.00 (local match)
- **Capital Grant - buses:** $212,360.00 (CMAQ); $53,090.00 (local match) **1st year only**
- **Capital Grant - shelters:** $5,600.00 (CMAQ); $1,400.00 (local match) **1st year only**

The anticipated cost of the project for the three (3) year term of this Agreement is approximately $952,954.00.

The project, as approved by the Federal Transit Administration (FTA), will be funded as follows:

- A.) CMAQ program- 80%;
- B.) Local matches shared equally by the parties-20%; and
- C.) Fare box monies, which use thereof is subject to the terms of the CMAQ grant and the discretion of the joint board created by virtue of this Agreement.

If MC is awarded the CMAQ funds, there is a 20% local match required for both the Operating Grant and the Capital Grant. Thus, 80% of the project will be funded by federal CMAQ funding and 20% of the project will be funded by local funding.

The local match for this project shall be assumed and shared equally by the parties herein. For the first year of the project, each entity shall commit to provide one-fourth of the 20% local match for the Operating Grant and for the Capital Grant, which results in each entity contributing $20,398.95. Thereafter, the estimated local share from each entity is approximately as follows: $12,793.45 (2015), $13,599.35 (2016), and $14,478.45 (2017). Subject to the terms of the CMAQ grant and the discretion of the joint board, fare box monies may be equally applied to reduce the local match from each entity.

SECTION 5: TERMINATION OF AGREEMENT & DISPOSAL OF PROPERTY UPON TERMINATION OF AGREEMENT.

If MC is not approved for and does not receive the CMAQ funding, then this Agreement shall terminate instant, and any monies that MC may be holding from any of the entities herein as their share of the local match, shall be returned to the same within thirty (30) days of termination.
This Agreement contemplates the execution of separate lease agreements between the following entities: 1.) MC and LP for a project bus; and 2.) possibly LPCBC for a shelter(s). If these lease agreements are not entered into as anticipated and/or if any party substantially breaches a lease agreement during the duration of this project so as to substantially jeopardize MC’s standing as the grant recipient or its ability to comply with all requirements of the CMAQ grant, MC reserves the right to terminate this Agreement, subject to written notice being given to all parties herein giving the party in breach the opportunity to cure the same within fifteen (15) days of receipt of the notice. The Joint Board will meet within the fifteen (15) days of receipt of notice to determine the position of the Board regarding the breach.

At the conclusion of this Agreement, LP shall promptly return the leased project bus to MC. In addition, LCBC shall promptly return its leased shelter, if any, to MC. MC will then, as owner of same, be responsible for the maintenance and the care of the project buses and shelter(s) and will maintain a regular schedule for upkeep of same per manufacturer’s recommendations and regulatory and industry standards.

SECTION 6: LEAD AGENCY.
MC, by and through the Michigan City Transit Department and Controller’s Office, shall be the lead agency for this project. As the lead agency, MC shall be responsible for the following:
A.) Any and all grant reporting requirements under the FTA for the CMAQ funding.
B.) Collection of the local matching shares from each entity under the terms of this Agreement.
   1.) Upon Approval and Execution by all parties of this Agreement, each party shall forward their first (1st) year share of the local match to MC. Upon receipt of all local shares, MC shall then make the project capital purchases, namely, purchase two (2) project buses and two (2) shelters.
   2.) Thereafter, MC shall annually bill each party for their share of the local match and payment is due within thirty (30) days of receipt of same.
C.) Maintaining a separate account for project funds.
D.) MC, by and through the Controller’s Office, shall receive, disburse, and account for all monies of the joint undertaking.
E.) Distribute monthly accounting reports regarding the project to all parties.
F.) Prepare and distribute quarterly summary ridership and financial data for the meetings required under Section 8.
G.) Provide oversight to assure all FTA areas of compliance are being met.
H.) Implement and maintain online electronic purchasing for transit passes.
I.) Establish and undertake an administrative oversight program to ensure that the project is being implemented in accordance with FTA’s seventeen (17) areas of compliance, including the operation of the project bus by LP and the shelters by LCBC, if any are leased to LCBC.

SECTION 7: RESPONSIBILITIES OF EACH PARTY.
A.) For purposes of the Triangle Route, in addition to being the lead agency, MC shall:
   1.) Purchase, with CMAQ funding, two (2) public transit vehicles (also referred to in this Agreement as “project buses”) and lease one (1) of the vehicles to LP for the duration of this Agreement so that LP can provide the Triangle Route service between LP and PNC.
2.) Enter into a short term lease for a public transit vehicle from a third party so this project can start August 25, 2014.
3.) Employ qualified bus drivers and provide the public transit vehicles for the round trip legs of the Triangle Route operated by MC between MC and PNC and between MC and LP.
4.) Maintain accurate statistics on trips and boardings for the legs of the Triangle Route operated by MC.
5.) Safeguard fare box receipts and deposit those receipts within one business day into the project account.
6.) Pay LP, out of CMAQ funds (payment to LP will be for 100% of the invoice/claim submitted, not just 80% federal CMAQ share), for its expenses incurred to run its leg of the Triangle Route from LP to PNC.
7.) Provide daily operator checks as outlined in the Indiana Commercial Drivers Manual and the vehicle’s Owner’s Manual on the vehicle(s) operating within the Triangle Route by MC.
8.) Operate project bus service in accordance with applicable FTA standards, including compliance with FTA’s identified areas of compliance.
9.) Comply with all federal, state, and local requirements and procedures for reporting and operating the transportation route and handling fare box receipts.

B.) For purposes of the Triangle Route, LP shall:
1.) LP agrees that it will enter into a separate Capital Equipment Lease Agreement with MC for a project bus. LP assures that it will comply with all maintenance, use, liability, and other requirements or standards imposed by that Lease Agreement.
2.) Until such time as LP can lease a project bus from MC, enter into a short term lease for a public transit vehicle from a third party so this project can start August 25, 2014.
3.) Provide daily operator checks as outlined in the Indiana Commercial Drivers Manual and the vehicle’s Owner’s Manual on the vehicle(s) operating within the Triangle Route by LP.
4.) Employ qualified bus drivers for the leg of the Triangle Route operated by LP.
5.) Operate project bus service in accordance with applicable FTA standards, including compliance with FTA’s identified areas of compliance and MC’s administrative oversight program approved by LP. LP assures that it will fully cooperate with and comply with MC’s directives in resolving any compliance findings.
6.) Maintain and provide accurate statistics on trips and boardings for the leg of the Triangle Route operated by LP.
7.) Safeguard fare box receipts and deposit those receipts within one business day into the project account and promptly provide detailed documentation of same to the MC Controller’s Office.
8.) Bill the project for any and all direct expenses, including, but not limited to, fuel costs, emergency maintenance, and wages and benefits for drivers, in a timely fashion.
9.) At the conclusion of this Agreement, promptly return the leased project bus to the possession of MC.
10.) Comply with any and all federal, state, and local requirements and procedures for reporting and operating the transportation route and handling fare box receipts.

C.) For purposes of the Triangle Route, LCBC shall:
1.) Provide funding, as defined by this Agreement, for the Triangle Route’s operation for the benefit of the county residents for education and employment purposes.
2.) Install, maintain, and insure the shelter leased from MC, if any.
3.) Comply with the areas of compliance set forth by the FTA for the leased shelter pursuant to this Agreement and adhere to the administrative oversight provided by MC to assure these compliance areas are being met.
4.) If applicable, LCBC shall also safeguard fare box receipts and deposit those receipts within one business day into the account for the project.

D.) For purposes of the Triangle Route, PNC shall:
1.) Provide funding, as defined by this Agreement, for the Triangle Route’s operation for the benefit of LaPorte County residents for education and employment purposes.
2.) If applicable, PNC shall also safeguard fare box receipts and deposit those receipts within one business day into the project account.

SECTION 8: ESTABLISHMENT OF JOINT BOARD & RESPONSIBILITIES.
A Joint Board is hereby established and shall be comprised of the following: 1.) Mayor of MC, or his/her designee; 2.) Mayor of LP, or his/her designee; 3.) President of LPBC, or the board’s designee 4.) Chancellor of PNC, or his/her designee.

The Joint Board shall establish its meeting dates, times, and locations. The Board may adopt by-laws to govern its operations. The Joint Board shall meet at least quarterly each year. Additional meetings shall be called by MC, as the lead agency, if necessary. MC shall be responsible for sending out notices of meeting, agendas, and creating and keeping minutes. The meetings shall be governed by the Indiana Open Door Law.

The duties and responsibilities of the Joint Board shall be as follows:
A.) Coordinate the public transit commuter service parameters for the Triangle Route;
B.) Determine and review the number of daily runs for each leg of the Triangle Route;
C.) Review reports, at least quarterly, on the ridership and cost of operation of the transit commuter services for the Triangle Route;
D.) Establish and review the annual budgets for this project;
E.) Set fare rates for ridership;
F.) Determine if fare should be used for capital expenditures, operating expenses, and/or reduction of each entities’ local match;
G.) Develop and implement a marketing program and review, revise, and update it as the Board deems necessary;
H.) Establish rules, regulations, policies, and/or standard operating procedures for the project; and
H.) Explore future funding for the Triangle Route.
All parties to this Agreement recognize and agree that MC enters into annual agreements with Local 517, Amalgamated Transit Union, and that the Joint Board shall not have the authority to adopt rules or regulations that would be in conflict with MC’s union contract obligations.

SECTION 9: ASSIGNMENT OF RIGHTS.
No party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement.

SECTION 10: AMENDMENT.
The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all parties.

SECTION 11: FORCE MAJEURE.
Except as otherwise provided in this Agreement, MC, LP, LCBC, and PNC shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international, whether federal, state or local, or the international equivalent thereof), failure due to technical difficulties, or any other cause of any nature whatsoever beyond the control of the MC, LP, LCBC, and PNC which was not avoidable in the exercise of reasonable care and foresight.

SECTION 12: NOTICES.
Any and all notices, offers, acceptances, requests, certifications, and consents provided for in this Agreement shall be in writing and shall be given and be deemed to have been given when personally delivered against a signed receipt or mailed by registered or certified mail, return receipt requested, to the last address which the addressee has given to the other parties. The address of each party is set forth under its signature at the end of this Agreement, and each party agrees to notify the other parties of any change of address.

SECTION 13: CAPTIONS
The captions and section designations set forth herein are for convenience only and shall not have substantive meaning.

SECTION 14: SEVERABILITY
In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held invalid by a final order of a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 15: ENTIRETY OF AGREEMENT
This Agreement represents the entire understanding between the parties herein and supersedes all other negotiations, discussions, representations, or agreements, whether written or verbal, relating to this Agreement.

SECTION 16: AGREEMENT BINDING ON SUCCESSORS
The terms, covenants, and conditions of this Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors in interest.

SECTION 17: NO INTENDED THIRD PARTY BENEFICIARIES
Nothing in this Agreement is intended to nor shall be construed to create any right, title, or interest in anyone other than the parties to this Agreement.

SECTION 18: MATERIAL DISPUTE.
In the event the entities hereto disagree on any material provision of this Agreement, designated representatives of MC, LP, LCBC, and PNC shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the dispute may be resolved under the laws of the State of Indiana in a court of competent jurisdiction. The entities agree that each party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

SECTION 19: INDEMNIFICATION.

B. MC agrees to indemnify and hold LP, LPCBC, PNC, and each of their elected and appointed officers and employees harmless from any and all claims or demands on account of injury, loss, or damage to person or property, wrongful death actions, future claims, demands, or expenses caused by or arising from a negligent or otherwise wrongful act or omission by MC in the performance of its services under this Agreement, whether the alleged negligence or malfeasance is claimed to be wholly or partially the basis of any tort claim or other claim covered by this Agreement.

C. LP agrees to indemnify and hold MC, LPCBC, PNC, and each of their elected and appointed officers and employees harmless from any and all claims or demands on account of injury, loss, or damage to person or property, wrongful death actions, future claims, demands, expenses caused by or arising from a negligent or otherwise wrongful act or omission by LP in the performance of its services under this Agreement, whether the alleged negligence or malfeasance is claimed to be wholly or partially the basis of any tort claim or other claim covered by this Agreement.

D. LPCBC agrees to indemnify and hold MC, LP, PNC, and each of their elected and appointed officers and employees harmless from any and all claims or demands on account of injury, loss, or damage to person or property, wrongful death actions, future claims, demands, expenses caused by or arising from a negligent or otherwise wrongful act or omission by LPCBC in the performance of its services under this Agreement, whether the alleged negligence or malfeasance is claimed to be wholly or partially the basis of any tort claim or other claim covered by this Agreement.

E. To the extent allowed by law, PNC agrees to indemnify and hold MC, LP, and LPCBC, and each of their elected and appointed officers and employees harmless from any and all claims or demands on account of injury, loss, or damage to person or property, wrongful death actions, future claims, demands, expenses caused by or arising from a negligent or otherwise wrongful act or omission by PNC in the performance of its services under this Agreement, whether the alleged negligence or malfeasance is claimed to be wholly or partially the basis of any tort claim or other claim covered by this Agreement. The
parties agree that PNC’s obligation to indemnify hereunder shall be limited in substance
by state and federal statutes and constitutional provisions designed to protect the
exposure and liability of PNC as an instrumentality of the State of Indiana or otherwise
(e.g., actions and conditions as to which the University is immunized by the Indiana Tort
Claims Act, dollar limits stated in such Act, exemption from punitive damages, the 11th
Amendment, and the continued ability to defeat a claim by reason of contributory
negligence or fault of a claimant), so that the PNC’s liability to indemnify, defend and
hold harmless hereunder shall not in any case exceed what might have been its liability to
a claimant had PNC been sued directly by the claimant in Indiana and all appropriate
defenses had been raised by PNC; and, provided further, that in no event shall PNC’s
obligation to indemnify hereunder exceed the value of the consideration received by the
PNC under this Agreement.

SECTION 20: ENTITY AUTHORIZATION.
The undersigned person or persons executing this Agreement on behalf of MC, LP, LCBC, and
PNC represent and certify that they are duly elected or appointed officers or representatives of
MC, LP, LCBC, and PNC and are fully authorized and empowered to execute and deliver this
Agreement.

SECTION 21: COUNTERPARTS.
This Agreement may be executed in counterparts and each of the said counterparts shall be
considered an original.

SECTION 22: LAPORTE COUNTY RECORDER’S OFFICE & STATE BOARD OF
ACCOUNTS
Upon execution of this Agreement, each party shall forward an original to the City Clerk of MC.
Once the City Clerk of MC has secured all signatures to this Agreement, the City Clerk of MC
shall immediately record the same with the LaPorte County Recorder’s Office and, thereafter,
forward copies of said recorded document(s) to each party to this Agreement.

In addition, pursuant to I.C. 36-1-7-6, each party acknowledges that not later than sixty (60) days
after this Agreement takes effect, this Agreement must be filed with the State Board of Accounts
for audit purposes.

SECTION 23: PUBLIC ACTION
It is expressly acknowledged and stated that this Agreement is executed and entered into by MC,
LP, LCBC, and PNC after action at a duly advertised public meeting of the following:

A.) Common Council of the City of Michigan City, La Porte County, Indiana, a Municipal
Corporation, on the ___ day of ___________, 2014, by vote of ___ in favor and ___
against, and whereby the Members of the City Council, and Clerk-Treasurer,
respectively, were directed to execute and attest same, and deliver the Agreement herein.

B.) Common Council of the City of La Porte, La Porte County, Indiana, a Municipal
Corporation, on the ___ day of ___________, 2014, by vote of ___ in favor and ___
against, and whereby the Members of the City Council, and Clerk-Treasurer,
respectively, were directed to execute and attest same, and deliver the Agreement herein.
C.) LaPorte County Board of Commissioners, in the governing body of La Porte County, Indiana, on the ____ day of ____________, 2014, by a vote of ____ in favor and ____ against, and whereby the Commissioners respectively, were directed to execute and attest same, and deliver the Agreement herein.

D.) Purdue University North Central is a public university in Westville, LaPorte County, Indiana. Its’ Vice Chancellor for Finance and Administration, Stephen R. Turner, is authorized to execute and deliver the Agreement herein.

__________________________
Ron Meer, Mayor
City of Michigan City, Indiana
100 E. Michigan Blvd
Michigan City, Indiana 46360

ATTEST:

__________________________
Gale Neulieb, Clerk
Michigan City, Indiana

_____________________________
Blair Milo, Mayor
City of LaPorte, Indiana
801 Michigan Avenue
LaPorte, Indiana 46350

ATTEST:

_____________________________
Teresa L. Ludlow, Clerk-Treasurer
LaPorte, Indiana

_____________________________
Dave Decker, President
La Porte County Board of Commissioners
555 Michigan Avenue, suite 202
LaPorte, Indiana 46350

WITNESS:

_____________________________
Stephen R. Turner, Vice Chancellor
Purdue University North Central
1401 S. U.S. 421
Westville, Indiana 46391

WITNESS: