

MEMORANDUM OF UNDERSTANDING BETWEEN
CENTRAL INDIANA REGIONAL TRANSPORTATION AUTHORITY
AND
TOWN OF WHITESTOWN (EIB)
REGARDING THE OPERATION OF A SHUTTLE CONNECTOR SYSTEM

This Memorandum of Understanding (“MOU”) dated the ___ day of _____, 2022, is between the Central Indiana Regional Transportation Authority (“CIRTA”) and the Town of Whitestown (“Town”) to set forth the understanding of the terms and conditions of the operation of the CIRTA Shuttle bus system to industrial parks within the Town.

A. Shuttle Bus Service.

The Shuttle service will operate to convey passengers to and from the Town’s industrial parks and the _____ Road stop of IndyGo’s Route ___ service, all as initially outlined/shown on the attached Exhibit A. The Shuttle service will endeavor to operate coincidentally with the work shifts for the industrial parks. Generally, the service will be available from 4:00 a.m. to 7:00 p.m. Monday-Saturday. These hours may be adjusted from time to time upon the agreement of the parties and the Town agrees to assist in the identification of employers, desired stop etc. CIRTA has previously identified an Operator for the Shuttle Service and has an agreement for the provision of the service through the Operator. The service will be open to the public.

B. Operating Costs, Billing and Payment.

The maximum annual local match for the Town is \$___153,986.16_____ all in addition to any sales, use, or value added charge CIRTA is required to charge or collect. CIRTA will bill the Town quarterly. All CIRTA invoices will be paid to the address set forth on the invoice and within thirty (30) days of receipt. Failure to make payment as required will allow CIRTA to discontinue the Shuttle Service.

C. Term.

The term of this MOU is for thirty-six (36) months from _____ and shall remain in effect unless early termination is agreed or subject to CIRTA’s right to terminate pursuant to paragraph B above.

Further, either party may terminate this agreement early with ninety (90) days advance notice to the other. During such ninety (90) day notice of early termination, the Town remains liable for and shall pay its share of the shuttle costs as per paragraph B above.

D. Dispute Resolution.

Any and all disputes between the Town and CIRT A should first be addressed by the CIRT A Executive Director and the Town designee. In the event the parties are not able to resolve their own disputes then each acknowledges and agrees that venue for a lawsuit lies in Marion County, Indiana.

E. Assignment and No Third Party Beneficiary.

The terms of the agreement may not be assigned without the written consent of the other party. Further, this MOU does not create any third party beneficiary status for any other individual, entity, or party.

Central Indiana Regional Transportation Authority

By:

(Signature)

(Printed name)

Date: _____

Town of Whitestown (EIB)

By:

(Signature)

(Printed name)

Date: _____