

Mt. Comfort Corridor Gateway Strategy Agreement
Memorandum of Understanding

I. Parties

This is a Memorandum of Understanding encompassing the agreement between members of the Coalition for Smart Growth, specifically Hancock Health, Hancock Rural Telephone Corporation d/b/a NineStar Connect (“NineStar Connect”), Hancock County Community Foundation, the Town of Cumberland, the Town of McCordsville, and the Town of New Palestine (collectively, the “Coalition for Smart Growth”).

II. Background

The parties are jointly developing a Gateway Strategy for the Mt. Comfort Corridor that will implement the ULI report completed in 2019. The parties will also be applying for funding to help fund the strategy.

III. Purpose

The Gateway Strategy will be an action oriented strategy with short and long term initiatives to implement the ULI report.

IV. Terms and Obligations of the Parties

- A. Parties shall contribute the funds committed in subsection G. The parties commit to working together to raise any needed gap funding for the project.
- B. Parties will participate in the process of selecting the firms to design the plan as possible and appropriate. Each party to this agreement shall get one vote. Decisions to proceed will be based upon a majority vote.
- C. Parties will participate in meetings with selected firms as possible and appropriate to give necessary input.
- D. Input may be sought via email for items such as scope of work, contract terms, and minor changes regarding previously agreed upon designs. On such occasions, an email will be sent to all members of the steering committee who will then have no more than ten business days to reply.
- E. NineStar Connect will manage the contracts on behalf of the Coalition for Smart Growth, however NineStar Connect will not be responsible for the financial commitments made by other parties of this agreement. Additionally, if NineStar Connect is found to be liable under any of the contracts it is managing on behalf of the Coalition for Smart Growth, or is found to be responsible for expenses under any of the contracts it is managing on behalf of the Coalition for Smart Growth, the members of the Coalition for Smart Growth will be jointly liable for any liability or expense and agree to each contribute, on a pro rata basis relative to each member’s financial commitment, to the discharge of that liability or expense. Notwithstanding the foregoing, this indemnification obligation shall not include nor extend to any contractual liability incurred by Ninestar Connect as a result of any failure, on its part, to properly manage the contracts.
- F. Additionally, all invoices presented for payment due to the creation of the strategy will be sent via email to members of the steering committee. Any comments must be sent back via email within two weeks.

G. Parties will participate in contributing and raising necessary funds to bridge any gaps in funding. Each party shall pay their committed funds within 30 days of receiving an invoice to NineStar Connect. Specifically, the following is committed:

- a. Town of Cumberland - \$20,000
- b. Town of McCordsville - \$20,000
- c. Town of New Palestine - TBD
- d. Hancock Health: \$10,000 (This is in addition to the \$20,000 committed under a separate contract.)
- e. NineStar Connect: \$10,000
- f. Hancock County Community Foundation: \$15,000

H. All parties are obligated to this agreement for a term of two years.

V. Administration of Agreement

- A. To ensure continued support for the realization of a Corridor Gateway Strategy the parties to this agreement will participate in a steering committee to oversee the continued work of this group.
- B. The committee will include at least one and no more than two members from each party to this agreement and will meet at least quarterly, or more often as needed. Each steering committee member will get one vote.
- C. The purpose of this committee will be to administer this agreement, assess its continued validity, and explore and enact next steps to the realization of the Mt. Comfort Gateway Strategy.
- D. The steering committee will be responsible for electing a chair and a secretary every calendar year for the purposes of convening meetings and keeping notes and records.
- E. The steering committee may add additional members if a majority of the parties signed heretofore agree. When added, the steering committee will determine whether they are a voting member or an advisory member.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates subscribed below.

Hancock Rural Telephone Corporation
Date

Date Hancock Health

Town of Cumberland Date

Town of McCordsville Date

Town of New Palestine Date

Hancock County Community Foundation Date