

SPECIAL JOINT MEETING AGENDA

Township Board of Brown Township

Township Board of Lincoln Township

The meeting will be livestreamed and archived here:
<https://www.youtube.com/channel/UCjLd0u8NcljHQ8SL2S4Cn9Q>

DATE OF MEETING: Tuesday, May 19, 2026, 6:30 p.m.

PLACE OF MEETING: Training Room at the Brownsburg Fire Territory Station 131
55 East Main Street
Brownsburg, IN 46112

01. CALL TO ORDER BY PRESIDING OFFICERS (Brown Township Board and Lincoln Township Board)

02. PLEDGE OF ALLEGIANCE

03. ROLL CALL

03.01. Township Board, Lincoln Township of Hendricks County, Indiana

03.02. Township Board, Brown Township of Hendricks County, Indiana

04. CITIZENS COMMENTS RELATING TO AGENDA FOR MAY 19, 2026

05. TOPICS OF DISCUSSION AND ITEMS FOR CONSIDERATION

05.01. Resolution No. 2026-__, A Resolution of the Township Board of Lincoln Township, Hendricks County, Indiana Authorizing an Interlocal Cooperation Agreement with the Brownsburg Community School Corporation.

05.02. Resolution No. 2026-6, A Resolution of the Township Board of Brown Township, Hendricks County, Indiana Authorizing an Interlocal Cooperation Agreement with the Brownsburg Community School Corporation

06. ADJOURNMENT OF BROWN TOWNSHIP BOARD AND LINCOLN TOWNSHIP BOARD

Brown Township and Lincoln Township acknowledge its responsibility to comply with the Americans with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretive services, alternative audio/visual devices, and amanuenses) for participation in or access to Town sponsored public programs, services, and/or meetings, Brown Township and Lincoln Township request that individuals make requests for these services two business days ahead of the scheduled program, service, and/or meeting. To make arrangements, contact us at trustee@mylincolntownship.com and browntownshipin@gmail.com.

0164088.0821255 4915-0200-3110v3

Resolution #2026-6
Brown Township, Indiana
May 19, 2026

**A RESOLUTION OF THE TOWNSHIP BOARD OF BROWN TOWNSHIP,
HENDRICKS COUNTY, INDIANA AUTHORIZING AN INTERLOCAL
COOPERATION AGREEMENT WITH THE BROWNSBURG COMMUNITY SCHOOL
CORPORATION**

The Township Board (the “Board”) of Brown Township of Hendricks County, Indiana (the “Township”) met at a duly called and authorized meeting of the Board held on the date set forth below, such meeting being called pursuant to a notice stating the time, place, and purpose of the meeting received by all the Board Members and published pursuant to statute, and the following resolutions were made, seconded, and adopted by a majority of those present at the meeting, which constituted a legal quorum of the Board:

WHEREAS, EverDriven (“EverDriven”) provides safe, reliable alternative student transportation for the Brownsburg Community School Corporation (“BCSC”), helping students with unique needs access their education every day; and

WHEREAS, through flexible, supplemental transportation, EverDriven ensures that students with disabilities, those experiencing homelessness, and others beyond traditional bus routes have a dependable way to reach school and the opportunities it provides; and

WHEREAS, the McKinney Vento Act requires school districts to provide transportation for students experiencing homelessness; and

WHEREAS, IC 36-6-4-8(b) provides that with the consent of the township legislative body, the executive may contract with corporations for health and community services not specifically provided by another government entity; and

WHEREAS, EverDriven provides health and/or community services, which provides transportation for Township BCSC student residents in need; and

WHEREAS, the Board finds that the citizens of the Township are in need of the services offered by EverDriven and that there is no other government entity that is designated to provide those services; and

WHEREAS, the Board finds that EverDriven is well-suited to provide transportation services to those individual Township BCSC student residents in need; and

WHEREAS, the Board wishes to enter into an Interlocal Cooperation Agreement (the “Agreement”) substantially in the form as provided in Exhibit A attached hereto and incorporated

herein by reference with BCSC to provide funds for EverDriven, or such other entity BCSC contracts with, to provide such student transportation services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF BROWN TOWNSHIP, HENDRICKS COUNTY, INDIANA THAT:

- Section 1. The above recitals are incorporated herein by reference.
- Section 2. The Board hereby approves the Agreement, substantially in the form as provided in Exhibit A.
- Section 3. The Township Trustee is authorized to enter the Agreement up to and not to exceed One Hundred Thousand Dollars (\$100,000) each year for a term not to exceed three (3) years to provide these services to citizens of the Township, with the first payment commencing in 2027 and subject to re-appropriation for the subsequent two (2) years of the Agreement either as part of that year's annual budget or as an additional appropriation.
- Section 4. The Township Trustee is hereby authorized and directed to further finalize and execute the Agreement and to distribute the funds and take such other actions as are contemplated under the Agreement.
- Section 5. This Resolution shall be in effect from and after its passage by the Board.

[Remainder of Page Intentionally Left Blank]

THIS RESOLUTION IS ADOPTED by the Township Board of Brown Township,
Hendricks County, Indiana, this 19th day of May, 2026.

VOTING YES

Shari O’Riley, Board Chair

Jim Murphy, Board Secretary

Ryan Seacour, Board Member

VOTING NO

Shari O’Riley, Board Chair

Jim Murphy, Board Secretary

Ryan Seacour, Board Member

ATTEST:

Angela Delp, Trustee

EXHIBIT A

The Agreement

0164088.0821255 4908-3190-6727v3

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT by and among the Brown Township, Lincoln Township, and the Brownsburg Community School Corporation, all of Hendricks County, Indiana shall be effective as of _____, 20__.

Declaration of Purpose

WHEREAS, the elected representatives of the Brown Township (“Brown”), Lincoln Township (“Lincoln”) and Brownsburg Community School Corporation (“BCSC” and collectively with Brown and Lincoln, each a “Party” and collectively the “Parties”) have decided to utilize Indiana’s Interlocal Cooperation statute, I.C. 36-1-7-1 *et seq.* (“Act”) to collaborate on a project in their mutual interest for the residents of Brown and Lincoln, and those served by BCSC; and,

WHEREAS, BCSC has determined it lacks adequate resources to maintain every current program it offers due to actual and anticipated revenue shortfalls in the coming school year(s). Among the programs it is required to perform pursuant to the McKinney Vento Act is providing transportation to school for students experiencing homelessness or other difficulties in using standard provided transportation; and,

WHEREAS, EverDriven (“EverDriven”) provides safe, reliable alternative student transportation for the BCSC, helping students with unique needs access their education every day; and

WHEREAS, through flexible, supplemental transportation, EverDriven ensures that students with disabilities, those experiencing homelessness, and others beyond traditional bus routes have a dependable way to reach school and the opportunities it provides (the “Project”). Alleviating human suffering, addressing homelessness, and supporting pathways to work via education are within or supportive of the functions of Township Government; and

WHEREAS, I.C. 36-6-4-8(b) provides that with the consent of the township legislative body, the executive may contract with corporations for health and community services not specifically provided by another government entity; and

WHEREAS, it has been determined that the best interests of the citizens and taxpayers of Brown, Lincoln and the BCSC would be served by collaborating to support the Project as it alleviates the identified human suffering, constituent need, and reduce obstacles to education which can result in future joblessness; and

WHEREAS, the Parties hereto have reached an agreement concerning the formation of a joint board, Project operations, funding and other matters.

NOW, THEREFORE, it is mutually agreed by and between the Parties:

ARTICLE I. ADMINISTRATION

Section 1.1. Establishment of Joint Board. As required by Section 3(a)(5) of the Act the Parties hereby designate a board to act as the joint board required by the Act for the purposes of this Agreement (the "Board"). The Board shall consist of the Lincoln Township Trustee, the Brown Township Trustee, and a member of the BCSC, or a representative appointed by the foregoing. Members of the Board shall serve at the will of their appointing authority or until their term as an elected or appointed official expires. The Joint Board shall adopt a resolution establishing its officers.

Section 1.2. Alternate Rules of Governance. The Board shall be governed by its own rules or bylaws which it may (but is not required to) establish by adoption and which may be amended from time to time as provided therein. The Board may adopt and amend its bylaws in a manner that is not inconsistent with this Agreement or the Act and as it may determine to be in the best interest of the Board and the public interest. The Board is not required to formally adopt rules or bylaws and may operate by agreement of the members of the Board.

Section 1.3. Public Records. An official record of all meetings of the Board shall be maintained in the office of the Trustee of Brown Township on behalf of all Parties. Accurate memoranda of all meetings shall be kept in accordance with I.C. 5-14-1.5-4(b) and (c) and shall be available for public inspection during normal business hours. The Board shall be governed by, and all records of the Board shall be maintained in accordance with, I.C. 5-14-3 *et seq.* and other provisions of law applicable to government bodies.

Section 1.4. Meetings of the Board. Meetings of the Board may be called by the Chairman of the Board or by any two (2) members of the Board.

ARTICLE 2. FINANCING AND OPERATION OF THE PROJECT

Section 2.1. Financing. The Project for the 2026-2027 school year shall be funded accordingly:

Brown Township: \$100,000.00 to be appropriated in the 2026 pay 2027 budget

Lincoln Township: \$100,000.00 to be appropriated in the 2026 pay 2027 budget

Brownsburg Community School Corp: All other costs exceeding the contributions pledged above.

All contributed funds shall be deemed received by BCSC and separately accounted for in a Project fund (the "Fund"). The Board may receive current balance reports from the BCSC upon written request. The BCSC shall provide the Board with a financial report on the Project at the end of the 2026-2027 school year. If the expenses of the Project are less than One Million Dollars (\$1,000,000) for the 2026-2027 school year, any excess fund shall be held and credited toward the subsequent school year as long the BCSC is required to fund the alternative transportation purpose of the Project.

Each Party shall pay its contributed sum no later than February 1 of the subsequent year after it is appropriated in the prior year. Nothing precludes any Party from paying those sums earlier.

Disbursements from the Fund shall be by claims authorized or approved by the treasurer or disbursing officer of the BCSC for the distribution of Project Funds solely for the purpose of the Project and for no other use.

Because this Agreement provides for the approval by the fiscal bodies of Brown, Lincoln and BCSC, and delegates to the BCSC treasurer or disbursing officer the duty to receive, disburse, and account for all monies of the undertaking, no approval of the Indiana General Attorney is required, as provided for by I.C. 36-1-7-4(a).

Section 2.2. Ownership, Use and Management. The Project shall be owned, operated and maintained by the BCSC. All other costs, maintenance or operations beyond the contribution schedule shall be borne by BCSC. The Parties acknowledge this is not a joint venture, partnership, or joint undertaking and BCSC shall provide adequate insurance to address and defend any or all claims that arise from the Project, name each Party as covered parties under policies of insurance, and indemnify, defend and hold harmless Brown and Lincoln, and their respective officers, agents, representatives, elected and appointed officials, and employees (collectively, the “Indemnitees”), for any and all claims or casualties that may arise from the Project, and forever release the Indemnitees or their successors, agents or officers from any claims that the BCSC may have as a result of the Project.

Section 2.4. Compliance with Laws. BCSC shall be solely responsible for compliance with all local, state and federal laws, regulations, ordinances and codes related to the Project and shall indemnify the other Parties from any claims or damages related to noncompliance of any nature whatsoever.

ARTICLE 3. REAL AND PERSONAL PROPERTY

The Board shall not acquire, hold or dispose of real or personal property used in this joint undertaking and any property acquired or held for the Project shall be held in the name of BCSC for use by the Parties as provided in this Agreement.

ARTICLE 4. DURATION, AMENDMENT, WITHDRAWAL AND TERMINATION

Section 4.1. Duration. This Agreement shall continue as the binding agreement of the Parties. Payment of the Parties’ respective contribution shall be subject to appropriation by each Party’s legislative body and entering this Agreement shall in no way require the Parties to appropriate these funds in future years beyond 2026 pay 2027 which future appropriations shall be in each Parties’ sole discretion. This Agreement shall expire in three (3) years unless otherwise extended by each of the Parties.

Section 4.2. Amendment. The Parties may, from time to time, alter, change or amend the terms and conditions of this Agreement by an amendment in writing making specific reference to the document as an amendment to this Agreement, approved and executed by each of the Parties in the same manner as this Agreement was originally approved, unless otherwise specifically provided for herein. Any amendment or modification of this Agreement shall take effect immediately upon the approval of the last of the Parties to approve such amendment or modification and upon recording of the amendment as required by I.C. 36-1-7-6, or at such other time as is specifically designated in the amendment or modification.

ARTICLE 5. POWERS, PRIVILEGES AND IMMUNITIES OF THE BOARD

The Board shall have all the powers, privileges and immunities granted under this Agreement, the Act and other applicable law.

ARTICLE 6. REMEDIES, WAIVER AND IMMUNITY

Section 6.1. Remedies. In the event of any breach, threatened breach, non-performance or other violation of any obligation of this Agreement by any Party, the sole and exclusive remedy by any other Party under this Agreement shall be the remedy of injunctive relief or specific performance. Under no circumstances shall any Party have a right to any other remedy, including but not limited to rescission, cancellation or reformation of this Agreement for any reason, or monetary damages of any kind. However, under no circumstance shall a Party have the right to seek injunctive relief requiring that a Unit appropriate money in a future year beyond 2026-2027.

Section 6.2. Waiver. A failure by a Party to this Agreement to institute any suit, action or other proceeding for any breach or violation by another Party of any obligation under this Agreement shall not constitute a waiver by such Party of such breach or violation.

Section 6.3. Immunity of Officers, Directors, Members, Employees and Agents. No recourse shall be had for any claim based upon any obligation in this Agreement against any past, present or future official, officer, director, member, employee or agent of the Board or the Parties under any rule of law or equity, statute or constitution.

ARTICLE 7. GENERAL MATTERS

Section 7.1. Governing Law. The parties agree that this Agreement is made and entered into in the State of Indiana and in all respects shall be interpreted, enforced, and governed under the laws of the State of Indiana. In the event of any disagreements or conflicts under this Agreement, the parties shall submit the same to the courts with jurisdiction in Hendricks County, Indiana and wave any claim to change of venue or lack of jurisdiction.

Section 7.2. Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

Section 7.3. Severability. The sections, sentences and provisions of this Agreement are severable, and if any one or more of such sections, sentences or provisions (the “Conflicting Provisions”) are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement and this Agreement shall be deemed amended pursuant to Section 7.3 to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted prior to the delivery or removal of the Conflicting Provisions.

Section 7.4. Agreement; Transfer of Powers. This Agreement is intended to be an interlocal agreement entered into pursuant to the Act, in which the Parties have undertaken to provide that which is required by the Act and is intended to vest in the Board those powers specified herein that may be transferred to, and vested in, the Board pursuant to Indiana law.

Section 7.5. Reasonable Efforts; Cooperation. Subject to the terms and conditions of this Agreement, each Party will use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated by this Agreement. In addition, the Parties each agree to cooperate and take such actions, including any necessary amendments hereto, as may be required in the judgment of the Board for the Board to obtain all necessary qualifications and approvals, including any that may be required by any state and federal governmental agencies, and to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement, and from time to time, upon the request of another Party to this Agreement and without further consideration, to execute, acknowledge and deliver in proper form any further instruments, and take such other action as the other Parties may reasonably require, in order to effectively carry out the intent of this Agreement, including without limitation, the delegation of any further powers that may be necessary, useful or appropriate to permit the Board to carry out its purposes.

Section 7.6. No Assignment. No Party may sell, assign, pledge or otherwise transfer any of its rights or benefits under this Agreement to any other person, without the written consent of all other Parties, and any purported sale, assignment, pledge or other transfer without such consent shall be null and void.

Section 7.7. Limitation of Rights. Nothing expressed or implied in this Agreement is intended to give, or shall give, to any other person, other than the Parties and the Board, any legal or equitable right, remedy or claim under or with respect to this Agreement or any rights or obligations hereunder. This Agreement and the rights and obligations hereunder

are intended to be, and shall be, for the sole and exclusive benefit of the Parties and the Board.

Section 7.8. Notice. Unless oral notice is otherwise allowed in this Agreement, all notices required to be sent under this Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in United States mail, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission or electronic mail or (iii) by depositing the same with a courier delivery service for delivery on the following business day, addressed:

If to Lincoln Township:

Station 131
55 East Main Street
Brownsburg, Indiana 46112
Attn: Trustee
trustee@mylincolntownship.com

If to Brown Township:

7455 East County Road 1000 North
Brownsburg, IN 46112
Attn: Trustee
browntownshipin@gmail.com

If to the BCSC :

Brownsburg Community School
Corporation
310 Stadium Drive
Brownsburg, Indiana 46112
Attn: [_____] [_____] [_____]

(c) shall be deemed to have been given on the date of such mailing, transmission or deposit; and

(d) any of the methods specified herein shall be sufficient to delivery of any notice required hereunder; notwithstanding that one or more such methods may not be specifically listed in the Sections hereunder requiring such notice.

Section 7.9. Performance Due on other than a Business Day. If the last day for taking any action under this Agreement is a day other than a business day, such action may be taken on

the next succeeding business day and, if so taken, shall have the same effect as if taken on the day required by this Agreement.

Section 7.10 No Discrimination. Pursuant to I.C. 22-9-1-10, the Parties represent that the Party and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly relating to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

Section 7.11. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties with respect to the subject matter hereof and shall supersede all prior oral or written agreement in regard thereto.

Section 7.12. Effective Date. This Agreement shall take effect upon the approval and execution of this Agreement by the executive and fiscal body of each Party, and shall become effective upon being recorded with the County Recorder of Hendricks County as required by Section 6 of the Act. Not later than sixty (60) days after it take effect, this Agreement shall be filed with the State Board of Accounts for audit purposes as required by Indiana law.

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In WITNESS THEREOF, the Parties have executed this Agreement on the dates shown below.

Brown Township, Hendricks County, Indiana

By: _____

Printed: _____

Title: _____

Date:_____

Lincoln Township, Hendricks County, Indiana

By: _____

Printed: _____

Title: _____

Date:_____

Brownsburg Community School Corporation

By: _____

Printed: _____

Title: _____

Date:_____



BROWNSBURG COMMUNITY SCHOOL CORPORATION

F. L. O'NEAL ADMINISTRATION BUILDING

310 Stadium Drive
Brownsburg, IN 46112
(317) 852-5726 Fax (317) 858-4104
www.brownsburg.k12.in.us

May 14, 2026

Dear Township Board Members,

On behalf of Brownsburg Community School Corporation (BCSC), I would like to thank you for your continued partnership and support of our schools and community. As we continue navigating significant financial challenges facing public education in Indiana, I am reaching out regarding an area of mandated service that has created substantial and increasing costs for our district — transportation services provided under the McKinney-Vento Homeless Assistance Act.

As you may know, the McKinney-Vento program is a federally mandated requirement that school corporations must comply with to support students and families experiencing homelessness or temporary displacement. Under this law, school districts are required to provide transportation for eligible students so they may remain in their school of origin, even when their temporary residence is located outside district boundaries.

BCSC currently supports approximately 60–70 students annually through the McKinney-Vento program. Importantly, the district receives no additional funding to offset the transportation costs associated with these services. To remain fiscally responsible, BCSC utilizes a contracted car service for students residing outside district boundaries, as this option is significantly more cost-effective than operating traditional bus routes. This service is the most cost-efficient service BCSC could find and will spend approximately \$315,000 this school year on transporting students in the McKinney-Vento program.

Given the growing financial pressures on school corporations, BCSC is respectfully requesting support transportation costs associated with the McKinney-Vento program. This partnership between the school corporation and our local townships, combined with the potential allocation of TIF dollars from the Town of Brownsburg, would provide meaningful short-term relief and help BCSC avoid pursuing an operating referendum on the 2026 ballot.

It is important to emphasize that BCSC is not simply seeking additional revenue without first addressing expenditures internally. The district has already identified and implemented approximately \$3.3 million in reductions for the 2026–27 school year and anticipates an additional \$3.8 million in reductions for the 2027–28 school year.

The request being made to the township is intended as a temporary stop-gap measure while school leaders across Indiana continue working with legislators during the 2027 legislative session to pursue a long-term solution related to declining property tax revenues and school funding stability.

Additionally, should BCSC successfully avoid a referendum in 2026, the community would be guaranteed no referendum tax increase through at least 2028. If a referendum were ultimately pursued in November 2028 and approved by voters, BCSC would agree not to accept township funding beginning in 2029.

We greatly value the relationship between BCSC and our township partners and appreciate your consideration of this request. Together, we can continue supporting some of our community's most vulnerable students while working collaboratively to maintain financial stability for our schools and taxpayers.

Sincerely,

Shane Hacker
Assistant Superintendent
Brownsburg Community School Corporation

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT by and among the Brown Township, Lincoln Township, and the Brownsburg Community School Corporation, all of Hendricks County, Indiana shall be effective as of May 19th, 2026.

Formatted: Superscript

Declaration of Purpose

WHEREAS, the elected representatives of the Brown Township ("Brown"), Lincoln Township ("Lincoln") and Brownsburg Community School Corporation ("BCSC" and collectively with Brown and Lincoln, each a "Party" and collectively the "Parties") have decided to utilize Indiana's Interlocal Cooperation statute, I.C. 36-1-7-1 *et seq.* ("Act") to collaborate on a project in their mutual interest for the residents of Brown and Lincoln, and those served by BCSC; and,

WHEREAS, BCSC has determined it lacks adequate resources to maintain every current program it offers due to actual and anticipated revenue shortfalls in the coming school year(s). Among the programs it is required to perform pursuant to the McKinney Vento Act is providing transportation to school for students experiencing homelessness or other difficulties in using standard provided transportation; and,

WHEREAS, EverDriven ("EverDriven") provides safe, reliable alternative student transportation for the BCSC, helping students with unique needs access their education every day; and

WHEREAS, through flexible, supplemental transportation, EverDriven ensures that students with disabilities, those experiencing homelessness, and others beyond traditional bus routes have a dependable way to reach school and the opportunities it provides (the "Project"). Alleviating human suffering, addressing homelessness, and supporting pathways to work via education are within or supportive of the functions of Township Government; and

WHEREAS, I.C. 36-6-4-8(b) provides that with the consent of the township legislative body, the executive may contract with corporations for health and community services not specifically provided by another government entity; and

WHEREAS, it has been determined that the best interests of the citizens and taxpayers of Brown, Lincoln and the BCSC would be served by collaborating to support the Project as it alleviates the identified human suffering, constituent need, and reduce obstacles to education which can result in future joblessness; and

WHEREAS, the Parties hereto have reached an agreement concerning the formation of a joint board, Project operations, funding and other matters.

NOW, THEREFORE, it is mutually agreed by and between the Parties:

ARTICLE I. ADMINISTRATION

Section 1.1. Establishment of Joint Board. As required by Section 3(a)(5) of the Act the Parties hereby designate a board to act as the joint board required by the Act for the purposes of this Agreement (the “Board”). The Board shall consist of the Lincoln Township Trustee, the Brown Township Trustee, and a member of the BCSC, or a representative appointed by the foregoing. Members of the Board shall serve at the will of their appointing authority or until their term as an elected or appointed official expires. The Joint Board shall adopt a resolution establishing its officers.

Section 1.2. Alternate Rules of Governance. The Board shall be governed by its own rules or bylaws which it may (but is not required to) establish by adoption and which may be amended from time to time as provided therein. The Board may adopt and amend its bylaws in a manner that is not inconsistent with this Agreement or the Act and as it may determine to be in the best interest of the Board and the public interest. The Board is not required to formally adopt rules or bylaws and may operate by agreement of the members of the Board.

Section 1.3. Public Records. An official record of all meetings of the Board shall be maintained in the office of the Trustee of Brown Township on behalf of all Parties. Accurate memoranda of all meetings shall be kept in accordance with I.C. 5-14-1.5-4(b) and (c) and shall be available for public inspection during normal business hours. The Board shall be governed by, and all records of the Board shall be maintained in accordance with, I.C. 5-14-3 *et seq.* and other provisions of law applicable to government bodies.

Section 1.4. Meetings of the Board. Meetings of the Board may be called by the Chairman of the Board or by any two (2) members of the Board.

ARTICLE 2. FINANCING AND OPERATION OF THE PROJECT

Section 2.1. Financing. The Project for the 2026-2027 school year shall be funded accordingly:

Brown Township: \$100,000.00 to be appropriated in the 2026 pay 2027 budget

Lincoln Township: \$100,000.00 to be appropriated in the 2026 pay 2027 budget

Brownsburg Community School Corp: All other costs exceeding the contributions pledged above.

All contributed funds shall be deemed received by BCSC and separately accounted for in a Project fund (the “Fund”). The Board may receive current balance reports from the BCSC upon written request. The BCSC shall provide the Board with a financial report on the Project at the end of the 2026-2027 school year. If the expenses of the Project are less than One Million Dollars (\$1,000,000) for the 2026-2027 school year, any excess fund shall be held and credited toward the subsequent school year as long the BCSC is required to fund the alternative transportation purpose of the Project.

~~Each Party's shall pay its contributed payment shall not be due earlier than June 20, 2026 sum no later than and by the same date in each subsequent year February 1 of the subsequent year after it is appropriated either by an additional appropriation or in an annual budget, in the prior year. Nothing precludes any Party from paying those sums earlier.~~

Disbursements from the Fund shall be by claims authorized or approved by the treasurer or disbursing officer of the BCSC for the distribution of Project Funds solely for the purpose of the Project and for no other use.

Because this Agreement provides for the approval by the fiscal bodies of Brown, Lincoln and BCSC, and delegates to the BCSC treasurer or disbursing officer the duty to receive, disburse, and account for all monies of the undertaking, no approval of the Indiana General Attorney is required, as provided for by I.C. 36-1-7-4(a).

Section 2.2. Ownership, Use and Management. The Project shall be owned, operated and maintained by the BCSC. All other costs, maintenance or operations beyond the contribution schedule shall be borne by BCSC. The Parties acknowledge this is not a joint venture, partnership, or joint undertaking and BCSC shall provide adequate insurance to address and defend any or all claims that arise from the Project, name each Party as covered parties under policies of insurance, and indemnify, defend and hold harmless Brown and Lincoln, and their respective officers, agents, representatives, elected and appointed officials, and employees (collectively, the "Indemnitees"), for any and all claims or casualties that may arise from the Project, and forever release the Indemnitees or their successors, agents or officers from any claims that the BCSC may have as a result of the Project.

Section 2.4. Compliance with Laws. BCSC shall be solely responsible for compliance with all local, state and federal laws, regulations, ordinances and codes related to the Project and shall indemnify the other Parties from any claims or damages related to noncompliance of any nature whatsoever.

ARTICLE 3. REAL AND PERSONAL PROPERTY

The Board shall not acquire, hold or dispose of real or personal property used in this joint undertaking and any property acquired or held for the Project shall be held in the name of BCSC for use by the Parties as provided in this Agreement.

ARTICLE 4. DURATION, AMENDMENT, WITHDRAWAL AND TERMINATION

Section 4.1. Duration. This Agreement shall continue as the binding agreement of the Parties. Payment of the Parties' respective contribution shall be subject to appropriation by each Party's legislative body and entering this Agreement shall in no way require the Parties to appropriate these funds in future years beyond 2026 pay 2027 which future appropriations

shall be in each Parties' sole discretion. This Agreement shall expire in three (3) years unless otherwise extended by each of the Parties.

Section 4.2. Amendment. The Parties may, from time to time, alter, change or amend the terms and conditions of this Agreement by an amendment in writing making specific reference to the document as an amendment to this Agreement, approved and executed by each of the Parties in the same manner as this Agreement was originally approved, unless otherwise specifically provided for herein. Any amendment or modification of this Agreement shall take effect immediately upon the approval of the last of the Parties to approve such amendment or modification and upon recording of the amendment as required by I.C. 36-1-7-6, or at such other time as is specifically designated in the amendment or modification.

Section 4.3 Avoidance of BCSC Operating, Safety, or Controlled Project Referendum. One purpose of the Agreement is to postpone or avoid a possible BCSC operating referendum under I.C. 20-46-1 et seq, I.C. 20-46-9 et. seq., I.C. 6-1.1-20 due to anticipated revenue shortfalls. Should BCSC initiate a public question referendum during the term of this Agreement, neither Township shall be obligated to participate further. Prior to a Township paying any installment under this Agreement to the BCSC, it may request a written confirmation from the BCSC Superintendent certifying that BCSC has not taken official action to pursue a public question referendum as noted here or as may become available in the future in that calendar year. The BCSC agrees that if there is any misrepresentation concerning its certification not to pursue a public question referendum or if it is determined that the Township provided funds are not used for the intended purposes of the Project, either or both Township's may make a written demand that the BCSC refund that year's payment only. If the demanded funds are not returned in thirty (30) days, then the Township may seek recovery of those funds in any Court of competent jurisdiction as defined elsewhere in this Agreement.

ARTICLE 5. POWERS, PRIVILEGES AND IMMUNITIES OF THE BOARD

The Board shall have all the powers, privileges and immunities granted under this Agreement, the Act and other applicable law.

ARTICLE 6. REMEDIES, WAIVER AND IMMUNITY

Section 6.1. Remedies. In the event of any breach, threatened breach, non-performance or other violation of any obligation of this Agreement by any Party, the sole and exclusive remedy by any other Party under this Agreement shall be the remedy of injunctive relief or specific performance. Under no circumstances shall any Party have a right to any other remedy, including but not limited to rescission, cancellation or reformation of this Agreement for any reason, or monetary damages of any kind. However, under no circumstance shall a

Party have the right to seek injunctive relief requiring that a Unit appropriate money in a future year beyond 2026-2027.

Section 6.2. Waiver. A failure by a Party to this Agreement to institute any suit, action or other proceeding for any breach or violation by another Party of any obligation under this Agreement shall not constitute a waiver by such Party of such breach or violation.

Section 6.3. Immunity of Officers, Directors, Members, Employees and Agents. No recourse shall be had for any claim based upon any obligation in this Agreement against any past, present or future official, officer, director, member, employee or agent of the Board or the Parties under any rule of law or equity, statute or constitution.

ARTICLE 7. GENERAL MATTERS

Section 7.1. Governing Law. The parties agree that this Agreement is made and entered into in the State of Indiana and in all respects shall be interpreted, enforced, and governed under the laws of the State of Indiana. In the event of any disagreements or conflicts under this Agreement, the parties shall submit the same to the courts with jurisdiction in Hendricks County, Indiana and waive any claim to change of venue or lack of jurisdiction.

Section 7.2. Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

Section 7.3. Severability. The sections, sentences and provisions of this Agreement are severable, and if any one or more of such sections, sentences or provisions (the "Conflicting Provisions") are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement and this Agreement shall be deemed amended pursuant to Section 7.3 to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted prior to the delivery or removal of the Conflicting Provisions.

Section 7.4. Agreement; Transfer of Powers. This Agreement is intended to be an interlocal agreement entered into pursuant to the Act, in which the Parties have undertaken to provide that which is required by the Act and is intended to vest in the Board those powers specified herein that may be transferred to, and vested in, the Board pursuant to Indiana law.

Section 7.5. Reasonable Efforts; Cooperation. Subject to the terms and conditions of this Agreement, each Party will use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated by this Agreement. In addition, the Parties each agree to cooperate and take such actions, including any necessary amendments hereto, as may be required in the judgment of the Board for the

Board to obtain all necessary qualifications and approvals, including any that may be required by any state and federal governmental agencies, and to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement, and from time to time, upon the request of another Party to this Agreement and without further consideration, to execute, acknowledge and deliver in proper form any further instruments, and take such other action as the other Parties may reasonably require, in order to effectively carry out the intent of this Agreement, including without limitation, the delegation of any further powers that may be necessary, useful or appropriate to permit the Board to carry out its purposes.

Section 7.6. No Assignment. No Party may sell, assign, pledge or otherwise transfer any of its rights or benefits under this Agreement to any other person, without the written consent of all other Parties, and any purported sale, assignment, pledge or other transfer without such consent shall be null and void.

Section 7.7. Limitation of Rights. Nothing expressed or implied in this Agreement is intended to give, or shall give, to any other person, other than the Parties and the Board, any legal or equitable right, remedy or claim under or with respect to this Agreement or any rights or obligations hereunder. This Agreement and the rights and obligations hereunder are intended to be, and shall be, for the sole and exclusive benefit of the Parties and the Board.

Section 7.8. Notice. Unless oral notice is otherwise allowed in this Agreement, all notices required to be sent under this Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in United States mail, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission or electronic mail or (iii) by depositing the same with a courier delivery service for delivery on the following business day, addressed:

If to Lincoln Township:

Station 131
55 East Main Street
Brownsburg, Indiana 46112
Attn: Trustee
trustee@mylincolntownship.com

If to Brown Township:

7455 East County Road 1000 North
Brownsburg, IN 46112
Attn: Trustee
browntownshipin@gmail.com

If to the BCSC :

Brownsburg Community School
Corporation
310 Stadium Drive
Brownsburg, Indiana 46112
Attn: [_____] [_____] [_____]

(c) shall be deemed to have been given on the date of such mailing, transmission or deposit; and

(d) any of the methods specified herein shall be sufficient to delivery of any notice required hereunder; notwithstanding that one or more such methods may not be specifically listed in the Sections hereunder requiring such notice.

Section 7.9. Performance Due on other than a Business Day. If the last day for taking any action under this Agreement is a day other than a business day, such action may be taken on the next succeeding business day and, if so taken, shall have the same effect as if taken on the day required by this Agreement.

Section 7.10 No Discrimination. Pursuant to I.C. 22-9-1-10, the Parties represent that the Party and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly relating to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

Section 7.11. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties with respect to the subject matter hereof and shall supersede all prior oral or written agreement in regard thereto.

Section 7.12. Effective Date. This Agreement shall take effect upon the approval and execution of this Agreement by the executive and fiscal body of each Party, and shall become effective upon being recorded with the County Recorder of Hendricks County as required by Section 6 of the Act. Not later than sixty (60) days after it take effect, this Agreement shall be filed with the State Board of Accounts for audit purposes as required by Indiana law.

[Remainder of Page Intentionally Left Blank]

In WITNESS THEREOF, the Parties have executed this Agreement on the dates shown below.

Brown Township, Hendricks County, Indiana

By: _____

Printed: _____

Title: _____

Date:_____

Lincoln Township, Hendricks County, Indiana

By: _____

Printed: _____

Title: _____

Date:_____

Brownsburg Community School Corporation

By: _____

Printed: _____

Title: _____

Date:_____