

4
INTERLOCAL COOPERATION AGREEMENT FOR THE PURCHASE AND UTILIZATION OF ENGINEERING SERVICE FOR MUTUAL BENEFIT CONNECTED WITH A FEDERAL AID HIGHWAY IMPROVEMENT PROJECT

Whereas, Indiana Code 36-1-7-1, et seq., allows local government entities to make the most efficient use of their powers by enabling them to mutually purchase and utilize equipment, supplies and services for the mutual benefit of each other; and

Whereas, The Town of Griffith, Lake County, Indiana, through its Town Council and the Town of Highland, Lake County, Indiana, through its Town Council, are political subdivisions empowered by the Interlocal Cooperation Act, as amended, with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide services and facilities at a lesser cost; and

Whereas, The Town of Griffith, through its Town Council and the Town of Highland through its Town Council all as participating entities now desire to enter into an agreement constructed pursuant to I.C. 36-1-7-1, et seq., wherein Griffith's Town Council will provide design engineering services for construction and construction inspection for the mutual benefit of the participating entities, and at a shared cost.

Now Therefore, In consideration of the mutual terms, covenants, and conditions set forth herein, the Town of Griffith, by and through its Town Council and the Town of Highland, by and through its Town Council hereby agree as follows:

Section 1. Duration. The duration of this agreement shall be from December 1, 2003 through December 31, 2008, provided said agreement is adopted by Resolution by each of the governing boards of the relevant two aforesaid political subdivisions as participating entities, prior to December 1, 2006 and may be renewable each calendar year thereafter by agreement of the parties, evidenced by passage of similar resolutions, should the purpose of this agreement or Section 7 herein require it.

Section 2. Purpose. The purpose of this agreement is to authorize and allow the Town of Griffith through its Town Council to engage in design, construction and construction inspection activities on behalf of the two participating entities for the mutual benefit of the participating entities at a substantial savings for the following services related to the Federal Aid Highway Project involving improvement of 45th Avenue between Wiggs Avenue and Broad Street.

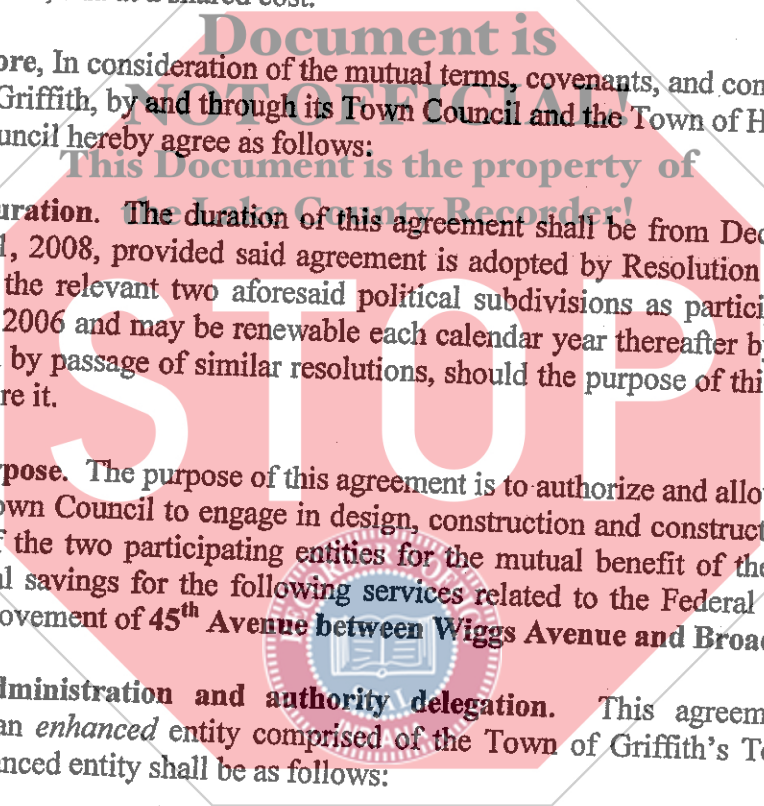
Section 3. Administration and authority delegation. This agreement shall be administered through an *enhanced* entity comprised of the Town of Griffith's Town Council. The powers of the enhanced entity shall be as follows:

(a) The powers of the enhanced entity shall be exercised by the Griffith Town Council and shall be construed to include all powers directly granted it under I.C. 36-5 et seq., those powers permitted under I.C. 36-1-7-2 and only those powers exercisable by the

2006 11 11 58

MICHAEL A. TOWN
NOTARY PUBLIC

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD



18-
LP
CS

participating entities individually and deemed necessary to carry-out the 45th Avenue Improvement Project described in Section 2 of this agreement.

(b) Agreement changes will be provided for review and concurrence by all participating entities. By adoption and approval of this agreement, the Town of Highland has consented to make review and concurrence and ministerial task to be undertaken by a person or officer whom once appointed will respectively authorize and be empowered to review and consent to the changes on behalf of the respective participating entity by letter transmitted to the Griffith Town Council acting as an enhanced entity. The Town of Griffith by and through its Town Council will give final approval to all change orders.

Section 4. Accounts and Finance. This agreement hereby delegates to the duly elected Clerk-Treasurer of the Town of Griffith, the duty to receive, disburse, and account for all moneys of this undertaking pursuant to the terms of this agreement. The Clerk-Treasurer shall perform all usual duties associated with the office and as required by law.

Section 5. Terms. In consideration of the mutual promises contained herein, it is further agreed as follows:

(a) The Town of Griffith by and through its Town Council shall serve as the enhanced entity on behalf of the two participating entities. The enhanced entity shall provide administration and supervision over general engineering services related to 45th Avenue improvement project described herein. As for those portions of the project related to engineering activities, the enhanced entity will carry-out administration and supervision over general engineering services on behalf of the participating entities.

(b) The Town of Griffith through its Town Council agrees and shall contribute the NET amount of \$295,577.00 of all costs of Engineering, construction, and construction inspection to the Griffith Town Council acting as an enhanced entity, payable from funds of the Town of Griffith as identified by the Town Council, either as resources on hand to the credit of the _____ fund or to be deposited in the _____, to be payable upon terms as the enhanced entity may direct, not later than _____, 2006.;

(c) The Town of Highland through its Town Council agrees and shall contribute the amount of \$92,623.00 of all costs of Engineering, construction, and construction inspection to the Griffith Town Council acting as an enhanced entity, payable from proper Fund or Funds of the Town as it may identify, to be paid no later than December, 2006;
February, 2007

(d) Further, that the participating entities described in subdivision (c) of Section 5 of this agreement consent to pay the amount herein identified and any that may lawfully be incurred in consequence of this project as a *pro-rata* share of the net amounts due, Griffith pro-rata share shall be 76.14 percent and Highland pro-rata share shall be 23.86 percent.

(e) Further, following the conclusion of the design herein, in the event that costs are below the initial estimates used to determine the initial contributions of the participating entities producing refunded savings, the enhanced entity will make a "good faith settlement" with the participating entities as an estimated pro-rata share of the net amounts due of the refunded savings, after allowances;

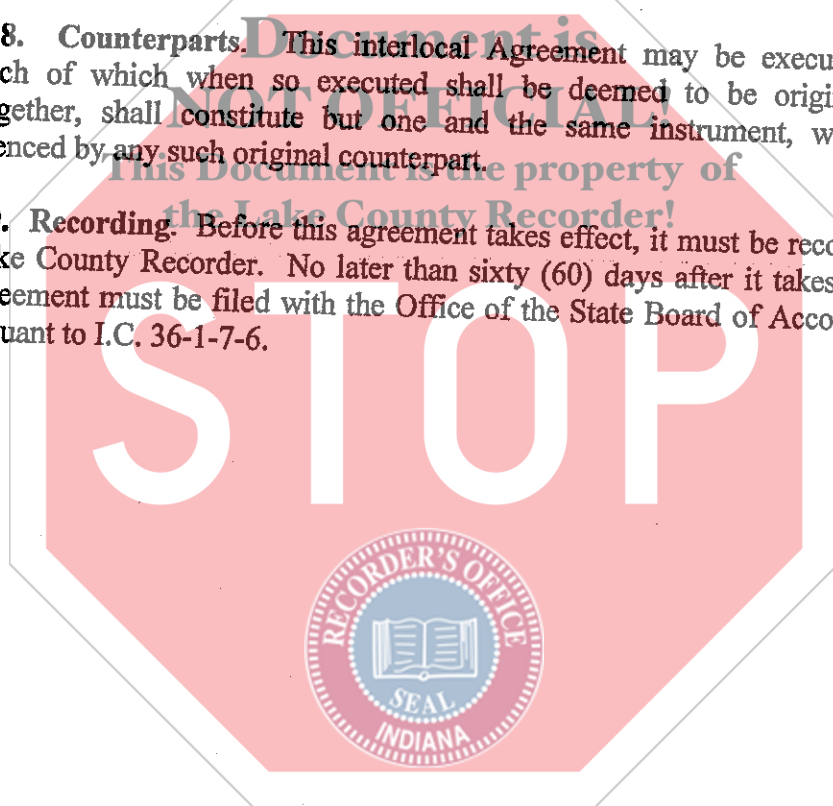
(f) Further, following the conclusion of the design herein described, in the event that costs are above the initial estimates used to determine the initial contributions of the participating entities producing additional costs, the participating entities will contribute to the enhanced entity as a pro-rata share of the net amounts due of the additional costs, as identified;

Section 6. Meetings and Governing Law. In acting as an enhanced entity, the Griffith Town Council shall adhere to and comply with all applicable laws governing its actions;

Section 7. Title. Upon satisfactory completion and acceptance of the project design, the enhanced entity is dissolved, and those documents prepared in consequence of the 45th Avenue Improvement Project described herein, become property of the respective individual political subdivisions, to the extent those improvements lie within the particular lawful boundaries of the particular political subdivisions, all according to governing law.

Section 8. Counterparts. This interlocal Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

Section 9. Recording. Before this agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, the agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.



Participant Counterpart

Effective Date. This agreement shall be effective under Section 1 of this agreement after the same has been ratified by each of the participating entities by Ordinance or Resolution all pursuant to I.C. 36-1-7-2.

In Witness Whereof, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

Town of Griffith, Indiana
111 N. Broad, Griffith, Indiana 46319

By and Through its Town Council

By: Stan Dobosz
Stan Dobosz, President

Attest: Ronald J. Szafarczyk
Ronald J. Szafarczyk, I.A.M.C./Clerk-Treasurer
Town of Griffith, Indiana

Participant Execution Date 11/6/06

Town of Highland, Indiana
3333 Ridge Road, Highland, Indiana 46322

By and Through its Town Council

By: Joe Wszolek
Joe Wszolek, President

Attest: Michael W. Griffin
Michael Griffin, Clerk-Treasurer

Participant Execution Date 11/27/2006

