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3 **INTERLOCAL AGREEMENT**
4 **by and between**
5 **CITY OF CROWN POINT, INDIANA and the TOWN OF MERRILLVILLE, INDIANA**
6 **for the RECONSTRUCTON OF 93rd AVENUE AND CHASE STREET INTERSECTION**

7 THIS AGREEMENT is made and entered into by and between the CITY OF CROWN
8 POINT, INDIANA (“City”), a municipal corporation organized and existing under the laws of
9 the State of Indiana, acting by and through its Executive, the Mayor of the City of Crown Point.
10 (“Mayor”) and the TOWN OF MERRILLVILLE, INDIANA (“Town”), a municipal corporation
11 organized and existing under the laws of the State of Indiana, acting by and through its
12 Executive, Town of Merrillville Council, (“Council”).

13 **Recitals**

14 WHEREAS, a power that may be exercised by an Indiana political subdivision and by
15 one (1) or more other governmental entities may be exercised by one or more entities on behalf
16 of others; or jointly by the entities pursuant to I.C. §36-1-7-2; and

17 WHEREAS, the City is located within the boundaries of Lake County and a public
18 thoroughfare known as 93rd Avenue (“Avenue”) traverses the City from on its Western boundary
19 to Mississippi Street; and

20 WHEREAS, the Avenue intersects Chase Street (“Street”) at the City’s western
21 municipal limit with the Town; and

22 WHEREAS, the City otherwise has ownership, control and jurisdiction of the Avenue
23 within its boundaries; and

24 WHEREAS, the City has undertaken a 93rd Avenue Improvement Project (“Project”) to
25 improve the safety of the roadway and provide for improvements in traffic control, access and
26 utilities for the segment of the Avenue from State Road 55 to just south of 91st Avenue; and



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MICHAEL B. BROWN
RECORDER

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1 WHEREAS, to facilitate the Project improvements will be made to Chase Street within
2 the Town's jurisdiction; and

3 WHEREAS, design for the Project is nearing completion and construction thereof soon to
4 commence. This Project includes improvements to the Avenue and Street which must be
5 widened and otherwise improved (including a roundabout, improved drainage and environmental
6 features in and around the Avenue and the Street, if necessary, said widening, related
7 reconstruction, drainage and environmental features referred to herein as the "Improvements") to
8 accommodate the construction for the Project scheduled to commence in 2015; and

9 WHEREAS, the City and the Town have reached agreement on the performance,
10 management, timing and funding of various aspects of the manner of design and construction of
11 the Improvements and desire to give effect to their agreement through this instrument (the
12 "Agreement") under the Interlocal Cooperation Act ("Act") of the State of Indiana (I.C. §36-1-7-
13 1, *et seq.*, particularly I.C. §36-1-7-9) and to spread same upon the public record.



14
15 THEREFORE, it is agreed by and between the City and the Town, in consideration of the
16 mutual promises terms and conditions hereinafter set forth and intending themselves to be legally
17 bound, as follows:

18 **Section 1. Application.** This Agreement shall govern and apply to the management,
19 construction, administration, supervision, inspection and funding of the Improvements for and
20 related to the Project. It is the intent of the parties that the Agreement be interpreted and
21 administered to promote the efficient and timely completion of the Improvements. It is further
22 the intent of the parties that all elements of design, construction, inspection and commissioning
23 of the Improvements conform to recognized standards of engineering and construction practice,

1 the rules and regulations of all governing authorities and in conformance with all applicable
2 permits, licenses and requirement imposed by such authorities.

3 **Section 2. Duration.** This Agreement shall take effect upon the occurrence of the
4 latest of the following acts:

5 a. Approval and adoption of the Agreement by the Common Council
6 of the City as the City’s fiscal body (“City Council”),

7 b. Approval and adoption of the Agreement by the Town of
8 Merrillville Council, as fiscal body of the Town (“Council”) in the manner
9 required by law;

10 c. Execution and filing of the agreement by the Mayor and Council;

11 and

12 d. As required by I.C. § 36-1-7-10, recording with the Recorder of Lake
13 County, filing with the Auditor of Lake County and filing with the Auditor of the State of
14 Indiana.

15 This Agreement shall continue in effect until the occurrence of any one or more than one
16 of the following events:

17 i. Ninety (90) days after the completion of the Improvements by the
18 acceptance of the final work to finish same by the Executives of the City and the
19 Town;

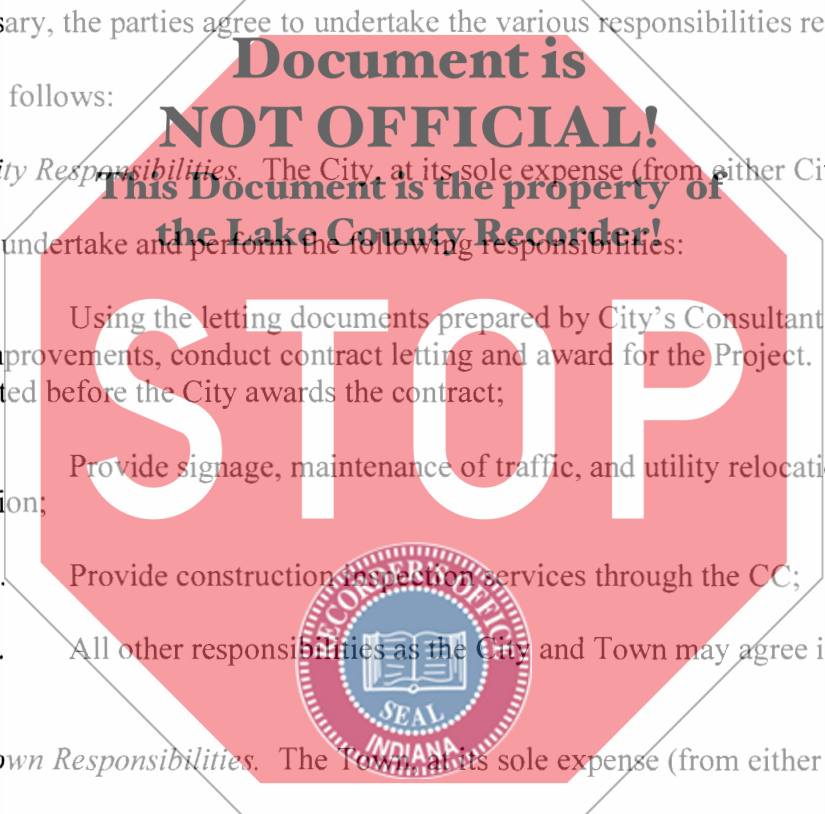
20 ii. Upon the taking effect of an order entered by a court of competent
21 jurisdiction terminating the Agreement;

22 iii. Upon the taking effect of an order entered by an officer or agency
23 of the State of Indiana with authority to terminate the Agreement.



1 Notwithstanding the provisions of subsections (i) through (iii) above, this Agreement
2 shall terminate 3 (three) years after its effective date pursuant to I.C. §36-1-7-9 (b) (1). In the
3 event that the Improvements are not competed and accepted as of that date, the parties shall enter
4 into good faith negotiations to conclude a new agreement governing the balance of the work to
5 be done or other functions necessary to complete and commission the Improvements. Upon
6 termination of this Agreement, the City and Town shall have and exercise all of their respective
7 powers with respect to the Street and the Improvements otherwise conferred by law.

8 **Section 3. Purposes and Allocation of Responsibilities.** This Agreement is
9 made for the purposes of coordinating and allocating the decision-making, construction,
10 supervision and management of the elements of the Improvements. Acting by and through the
11 City when necessary, the parties agree to undertake the various responsibilities related to the
12 Improvements as follows:



13 a. *City Responsibilities.* The City, at its sole expense (from either City or Federal
14 funds), agrees to undertake and perform the following responsibilities:

- 15 i. Using the letting documents prepared by City’s Consultant (“CC”) for the Improvements, conduct contract letting and award for the Project. CC will
16 be consulted before the City awards the contract;
- 17 ii. Provide signage, maintenance of traffic, and utility relocation and
18 coordination;
- 19 iii. Provide construction inspection services through the CC;
- 20 iv. All other responsibilities as the City and Town may agree in
21 writing.

22 b. *Town Responsibilities.* The Town, at its sole expense (from either City or Federal
23 funds), agrees to undertake and perform the following responsibilities:
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1 i. Provide unrestricted access the right of way(s) required to construct the all
2 improvements identified in the Project

3 ii.. Provide maintenance on and of right of way(s) per the Town’s standard
4 operating procedures including but not limited to snow removal, patching, and mowing with the
5 exception of those duties being performed under the Project’s Improvements

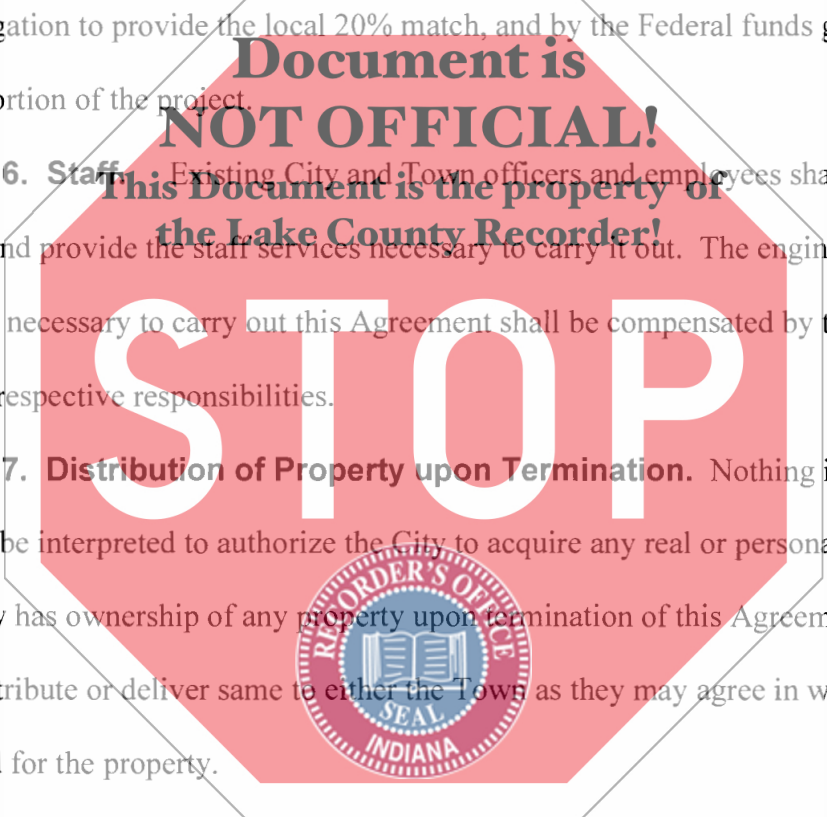
6 c. The parties may do all other acts, not forbidden by this Agreement, the laws of the
7 State of Indiana or the United States, necessary or desirable in carrying out the Improvements
8 and the purposes of this Agreement.

9 **Section 5. Budget and Finance.** The cost of the Improvements, including the
10 contractual expenses of the professionals engaged by the City, shall be borne by the City, to the
11 extent of its obligation to provide the local 20% match, and by the Federal funds granted for the
12 Improvements portion of the project.

13 **Section 6. Staff.** Existing City and Town officers and employees shall administer
14 this Agreement and provide the staff services necessary to carry it out. The engineering and
15 other consultants necessary to carry out this Agreement shall be compensated by the City
16 according to the respective responsibilities.

17 **Section 7. Distribution of Property upon Termination.** Nothing in this
18 Agreement shall be interpreted to authorize the City to acquire any real or personal property. In
19 the event the City has ownership of any property upon termination of this Agreement, the City
20 shall convey, distribute or deliver same to either the Town as they may agree in writing, or to the
21 entity which paid for the property.

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1 **Section 8. Other Provisions.** This instrument shall be deemed to be severable, such
2 that, in the event that any provision hereof is deemed to be invalid or unenforceable by any court
3 of competent jurisdiction, the remainder of the Agreement shall remain in effect to the extent
4 practicable. This Agreement may be amended only in writing, adopted and executed in the same
5 manner as the Agreement was itself adopted under Section 2 hereof.

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[THIS SPACE INTENTIONALLY LEFT BLANK.]

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11 IN WITNESS WHEREOF, the parties have executed this Agreement on the dates given
12 below.

13
14 CITY OF CROWN POINT ("City")
15 INDIANA

TOWN OF MERRILLVILLE ("Town")
INDIANA


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17 
18 David D.F. Uran, Mayor Date

 5/12/15
Tom Goralezyk, Council Resident Date

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23 ATTEST:
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25 Patti Olson, Clerk Treasurer Date

 5/12/15
Town Council, Member Date

 5/10/15
Town Council, Member Date

 5/12/15
Town Council, Member Date

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Donald G. Spans
Town Council, Member Date

Town Council, Member Date

Town Council, Member Date

ATTEST:

Eugene M. Guernsey
Eugene M. Guernsey, Clerk Treasurer Date

