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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2019 039620

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**INTERLOCAL COOPERATION AGREEMENT FOR THE PURCHASE OF CONSTRUCTION SERVICES AND OTHER SERVICES, SUPPLIES, AND EQUIPMENT FOR MUTUAL BENEFIT**

HAEL B. BROWN  
RECORDER

**WHEREAS**, Indiana Code I.C. 36-1-7-1, et seq., allows government entities to make the most efficient use of their powers by enabling them to mutually utilize vendors, contractors, equipment, supplies, engineering/construction services and other services for the mutual benefit of each other; and

**WHEREAS**, the Little Calumet River Basin Development Commission ("LCRBDC"), is created pursuant to I.C. 14-13-2-5 and is created as a public body corporate and politic, with authority to contract on the basis of mutual advantage so as to better provide public services and facilities on a more efficient basis; and

**WHEREAS**, the City of Hobart is a political subdivision empowered by the Interlocal Cooperation Act, as amended, (I.C. 36-1-7-1, et seq.) with authority to contract on behalf of other governmental agencies on the basis of mutual advantage so as to better provide public services and facilities on a more efficient basis; and

**WHEREAS**, LCRBDC and the City of Hobart desire to enter into an Interlocal Cooperation Agreement ("Agreement") consistent with I.C. 36-1-7-1, et seq., to carry out a lake-wide aquatic weed control program for Lake George, Lake County, Indiana, in the City of Hobart. It is intended by this Agreement that the City of Hobart will enter into a Professional Services Agreement with Clarke Aquatic Services, Inc. for the 2019-2021 Lake George Integrated Aquatics Management Program.

**NOW THEREFORE**, in consideration of the mutual terms, covenants and conditions set forth herein, LCRBDC and the City of Hobart hereby agree as follows, to-wit:

Section 1. **DURATION.** The duration of this Agreement shall be from May 8, 2019 through May 8, 2021, provided said Agreement is adopted by resolution by each of the political subdivisions entering into this Agreement prior to that date.

Section 2. **PURPOSE.** The purpose of this Agreement is to authorize and allow the LCRBDC to assist Hobart in carrying out the provisions of the Clarke Aquatic Services, Inc. Professional Services Agreement, which agreement is more fully described and set forth in attached Exhibit "A", and such other exhibits as may become appended hereto upon execution.

Section 3. **ADMINISTRATION.** This Agreement shall be administered through a single entity, namely, The City of Hobart.

Section 4. **TREASURER.** The duly elected Clerk/Treasurer of the City of Hobart shall have the duty and responsibility to coordinate all contracts, invoices, and related updates with respect to the Professional Services Agreement. The Clerk/Treasurer shall perform all customary and usual duties and responsibilities associated with the office and required by law as it relates to the Professional Services Agreement.



**FILED**

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JOHN E. PETALAS  
LAKE COUNTY AUDITOR

\$ 25.00  
*[Handwritten signature]*

Section 5. **OTHER TERMS.** In further consideration of the mutual promises and covenants contained herein, it is additionally agreed as follows:

(A) The City of Hobart shall obtain all necessary approvals related to the Professional Services Agreement as described in Exhibit "A".

(B) The LCRBDC shall commit the sum not to exceed the amount of Seventy-five Thousand and no/100 Dollars (\$75,000.00) to assist in the lake-wide aquatic weed control program for Lake George, Lake County, Indiana. The Clerk/Treasurer of the City of Hobart shall pay any verified claim filed by Clarke Aquatic Services, Inc., pursuant to the Professional Services Agreement.

(C) Each party hereby agrees to indemnify and hold harmless the other, its employees, representatives, agents, heirs, executors, successors and assigns from any and all actions, causes of action, claims, and demands for and by reason of the Professional Services Agreement contemplated herein.

Section 6. **TERMINATION.** Upon satisfactory completion of the Professional Services Agreement and acceptance by the City of Hobart, LCRBDC and all applicable governmental entities, if any, this Agreement shall be deemed at an end. In the event the Professional Services Agreement is terminated prior to completion, the City of Hobart shall return all unexpended funds of LCRBDC, and the obligation of LCRBDC to pay any additional funding shall be at an end. Further, this Agreement may be terminated by either one of the participating entities upon thirty (30) days prior written notice to the other at the address indicated herein. Upon termination, any unexpended funds of LCRBDC shall be returned to LCRBDC, and LCRBDC's further obligation to pay any committed funds shall be at an end and terminated.

Section 7. **COUNTERPARTS.** This Interlocal Cooperation Agreement may be executed in 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.

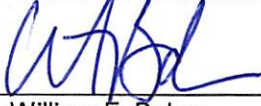
Section 8. **RECORDING.** Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, this Agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.

Section 9. **EFFECTIVE DATE.** This Agreement shall be effective after the same has been ratified by each of the participating entities by ordinance or resolution pursuant to I.C. 36-1-7-2.

Section 10. **MODIFICATION.** No modification of this Agreement shall be effective, in any respect, unless agreed to in writing and executed by the parties or their representatives and appended hereto.


IN WITNESS WHEREOF, the Parties, by their authorized representatives, have caused this Interlocal Cooperation Agreement to be signed, intending to be bound thereby.

**Little Calumet River Basin Development Commission**

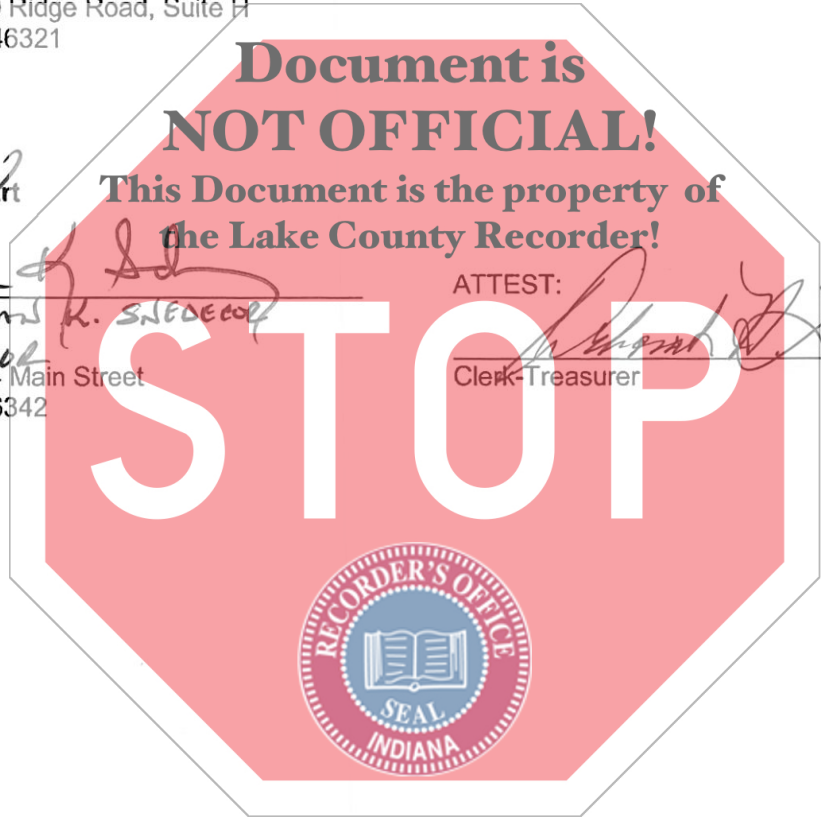
By:   
Print: William F. Baker  
Title: Chairman  
Address: 900 Ridge Road, Suite H  
Munster, IN 46321  
Date:

By:   
Print: Daniel Repay  
Title: Executive Director

**City of Hobart**

By:   
Print: Brian R. Sneed  
Title: Mayor  
Address: 414 Main Street  
Hobart, IN 46342  
Date:

ATTEST:   
Clerk-Treasurer



RESOLUTION NUMBER 2019-01  
OF THE LITTLE CALUMET RIVER  
BASIN DEVELOPMENT COMMISSION

WHEREAS, the Little Calumet River Basin Development Commission (hereinafter the "Commission") is a public body corporate duly organized, created, and existing under the laws of the State of Indiana by virtue of Indiana Code I.C. 14-13-2-2 et seq; and

WHEREAS, the Commission was created pursuant to I.C. 14-13-2-4, inter alia, to provide for the creation, development, maintenance, administration, and operation of park, recreation, marina, flood control, and other public works projects; and

WHEREAS, pursuant to I.C. 14-13-2-1 et seq, the Commission is entitled to enter into certain agreements with other public agencies; and

WHEREAS, I.C. 36-1-7-1 et seq allows public agencies to enter into agreements to exchange services, supplies and equipment, and provide mutual aid; and

WHEREAS, consistent with the foregoing statutes, it is the intent of the Commission to enter into an Interlocal Cooperation Agreement with the City of Hobart to carry out a lake-wide aquatic weed control program for Lake George, in the City of Hobart.

NOW, THEREFORE, BE IT RESOLVED THAT the Commission authorizes its Chairman, Secretary, and/or Executive Director to execute that certain Interlocal Cooperation Agreement between the City of Hobart and the Commission, allowing the Commission to assist the City of Hobart in carrying out the provisions of the Clarke Aquatic Services, Inc. Professional Services Agreement, which Interlocal Cooperation Agreement is attached hereto, made a part hereof, and is in the following words and figures, to-wit: (Here Insert); and

BE IT FURTHER RESOLVED THAT the Commission shall pay a maximum not to exceed contribution of Seventy-five Thousand Dollars (\$75,000.00); and

BE IT FURTHER RESOLVED THAT the above prefatory ("WHEREAS") paragraphs are incorporated herein as if more fully set forth herein.

Duly adopted this 12 day of June, 2019.

LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION

  
By: William Baker, Chairman

ATTEST:

  
Levon Whittaker, Secretary



**Clarke Aquatic Services, Inc.  
Professional Services Agreement For  
The 2019-2021 Lake George  
Integrated Aquatics Management Program**

Clarke Aquatic Services, Inc. (Clarke) will provide a lake-wide aquatic weed control program for the lake(s) named below subject to the conditions listed below.

**Lake(s): Lake George, Lake County, Indiana  
City of Hobart**

**A. Program Details**

- *Nuisance aquatic plant and algae control program for Lake George*
- *All treatments subject to prior approval*
- *Program includes AVAS survey*
- *Program for sediment reduction*

**B. Additional Program Information**

Clarke's customized water management plan includes inspection, assessment, recommendation, implementation, and customized reports. This integrated approach uses a maximum number of inspections. Clarke will determine the proper treatment program at the time of inspection based on the weather and environmental conditions of the water. All Clarke products used are EPA registered and labeled for aquatic use and permitted by the State.

Treatment of vallisneria, hydrilla, duckweed or cabomba is not guaranteed unless specifically addressed above in "Program Details." Treatment will also not be effective against emergent plants (Lily pads, cattails etc.) or copper resistant algae. Re-growth of weeds and algae may occur later in the season and Clarke cannot be held responsible for re-growth of weeds and algae. Results of treatment are to be determined approximately 5 weeks after application. Program does not include removal of plant material.

**C. Customer Responsibilities**

The customer information sheet attached to this contract must be completed before the contract will be accepted. This will include the name, address, and phone number of the person responsible for payment.

**D. Agreement Term and Termination**

The term of the Professional Services Agreement shall commence on the signature date and shall continue for a period ending on December 31, 2021. If a party hereto fails to comply with a provision of this Agreement, then the other party shall have the right to terminate this Agreement if it gives written notice of the default to the defaulting party and the defaulting party fails to cure the default within sixty days of receipt of said notice.



**E. Program Pricing and Payment**

1. Prices for treatment at an average depth of 3 feet: Additional cost will apply for depths greater than 3
  - Shoreline treatment with contact herbicides \$ 300 per acre
  - Treatment of E. Milfoil with 2,4-D Granular (2 PPM) \$ 250 per acre
  - Treatment of Curlyleaf with Aquathol K \$ 340 per acre
  - Treatment of Duckweed & Watermeal with Clipper/Reward \$ 690 per acre
  - Treatment of Coontail with Reward \$ 500 per acre
  - AVAS Survey \$ 1,500.00

**Sediment Reduction Plan 2019**

- 270 acres (3 treatments will include two years' worth of product) \$ 149,784
- Labor and Monitoring (Included)
- 2019 will include two years' worth of product applied in one season to increase sediment reduction.

**Sediment reduction plan will include application for monitoring and quarterly reporting of measurements to ensure continued efficacy.**

2. Payments will be due upon receipt of bill. The cost will include posting, permit preparation, purchase of chemicals, and their application. All work to be completed in a workman-like manner in accordance with accepted lake management practices. Critical and unforeseeable factors beyond our control prevent us from eliminating all risk in the use of chemicals; therefore, any warranty, except as stated, shall be limited to that provided by the manufacturer of the product(s) used.
3. The customer is responsible for the permit fee, and Clarke reserves the right to request such in advance. Clarke Aquatic Services may pay the permit fee and add the cost to the invoice, if so requested by the customer.
4. If requested or required Clarke may collect water samples for lab analysis. If such samples are collected the associated lab fees will be the responsibility of the customer.
5. The price for Aquatic Weed and Algae services rendered hereunder may be increased by Clarke Aquatic Services on or after the first day of any Calendar year commencing on January 1, 2016 (a "Price Increase Date") by a percentage which shall not exceed the greater of the percentage increase of the consumer price index during the calendar year which immediately precedes the Price Increase Date or five percent (5%) (The "Price Increase Percentage"). Clarke Aquatic Services may petition the customer at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator. New areas to be covered will be pro-rated to the program cost at the rates in effect at the time.
6. If new products are approved for use in Indiana while this agreement is in effect, the plan may be changed and prices for use of those products added as agreed by both parties.
7. A quote for a lake-wide treatment with fluridone, or treatment with other approved products will be provided upon request of the association

**E. Liability, Damage, and Confidentiality Clauses**





Clarke Aquatic Services shall not be responsible or liable for any personal injury and/or property damage resulting from drinking, use of, or exposure to chemically treated water. Allegations of property damage resulting from scheduled Clarke service must be submitted in a written report and filed directly with respective Aquatic Specialist within five (5) business days. The Clarke Aquatic Services team will review the report, determine a fair and equitable resolution, and respond within a timely manner.

This contract is subject to and conditioned upon issuance of necessary and appropriate permits. While Clarke Aquatic Services will promptly apply for same, issuance is uncertain and in the event the permit is not granted, this contract may be canceled at Clarke Aquatic Services' option. In the event this contract shall be canceled due to the unavailability of a permit, no damages shall be assessed due to such a cancellation.

This contract, including any additional information provided, contains confidential information. It is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited.

**Document is**

**NOT OFFICIAL!**

**This Document is the property of**

**SIGNING AND RETURNING this document will authorize Clarke Aquatic Services to perform the services stipulated within the limits of this contract unless otherwise stated.**

**the Lake County Recorder.**



*[Handwritten Signature]*  
 \_\_\_\_\_  
 Lake George

4/17/19  
 \_\_\_\_\_  
 Date

*Joe Haufle*  
 \_\_\_\_\_  
 Joe Haufle

April 5, 2019  
 \_\_\_\_\_  
 Date



Clarke Aquatic Services, Inc.

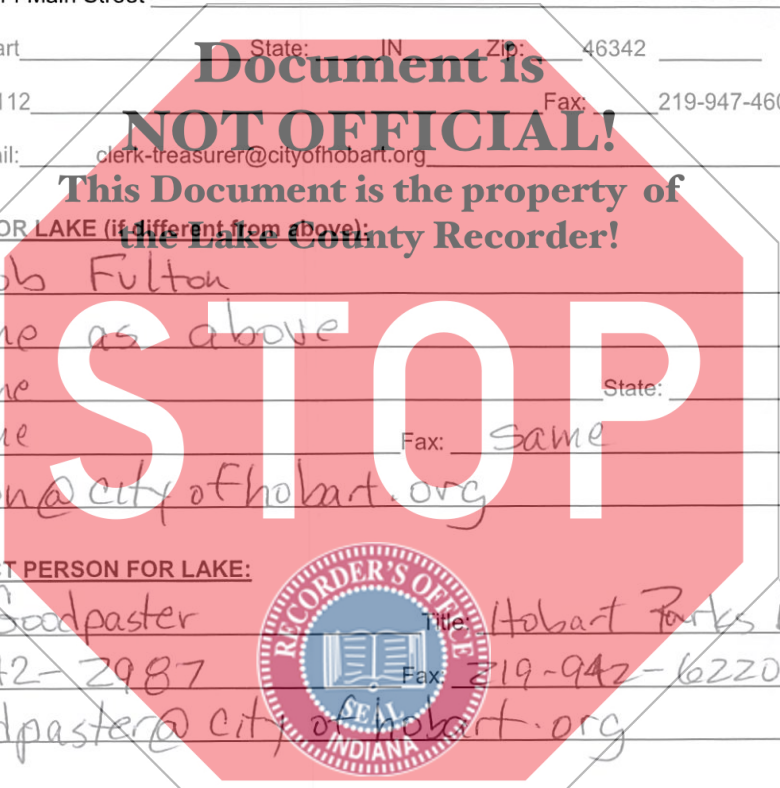


CLIENT INFORMATION  
Lake George

PLEASE ASSIST US IN MAINTAINING OUR RECORDS BY COMPLETING THE FOLLOWING:

**BILLING ADDRESS:**

Name: \_\_\_\_\_ City of Hobart \_\_\_\_\_  
Name of Property Management firm (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_ 414 Main Street \_\_\_\_\_  
City: \_\_\_\_\_ Hobart \_\_\_\_\_ State: IN Zip: 46342 \_\_\_\_\_  
Phone: 219-942-6112 Fax: 219-947-4605  
Accounts Payable E-mail: clerk-treasurer@cityofhobart.org



**CONTACT PERSON FOR LAKE (if different from above):**

Contact Name: Bob Fulton  
Address: same as above  
City: same State: Zip:  
Phone: same Fax: same  
E-mail: bfulton@cityofhobart.org

**ALTERNATE CONTACT PERSON FOR LAKE:**

Name: Kelly Goodpaster Title: Hobart Parks Director  
Phone: 219-942-2987 Fax: 219-942-6220  
E-mail: kgoodpaster@cityofhobart.org



**TREATMENT NOTIFICATIONS / INSPECTION REPORTS:**

Email treatment notifications and/or service reports to the following email addresses:  
 Email: bfulton@cityofhobart.org  
 Email: \_\_\_\_\_

Please sign and return a copy of this completed contract to:  
Clarke Aquatic Services  
Attention: Joe Haufle  
Fax: 630-443-3070  
Jhaufle@clarke.com