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2019-082132

2019 Nov 27

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

INTERLOCAL COOPERATION AGREEMENT for the PURCHASE and UTILIZATION of CONSTRUCTION, SERVICES for MUTUAL BENEFIT CONNECTED with a 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 Highland, through its Town Council organized pursuant to and the Town of Griffith through its Town Council organized under IC 36-5 et seq., Lake County, Indiana are political subdivisions empowered by the aforesaid 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 public services and facilities at a lesser cost;and

Whereas, The Town of Highland, through its Town Council and the Town of Griffith through its Town Council all as participating entities now desire to enter into an agreement constructed pursuant to IC. 36-1-7-1, et seq., with Highland's Town Council, to provide for the ability to provide construction services 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 Highland, by and through its Town Council and the Town of Griffith by and through its Town Council hereby agree as follows:

Section 1. DURATION. The duration of this agreement shall be from July 1, 2019 through February 29, 2020, 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 that date, or up to and including February 29, 2020, and may be renewable each calendar year thereafter by agreement of the parties, evidenced by passage of similar resolutions, should the purposes 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 Highland through its Town Council to engage in construction, reconstruction and improvement 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 Community Crossings Grant Project involving **improvement of Cline Avenue, Ridge Road to 100' south of 45th Avenue.**

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Section 3. ADMINISTRATION and AUTHORITY DELEGATION.

This agreement shall be administered through an *enhanced* entity comprised of the Town of Highland's Works Board, as defined by IC 36-1-2-24 (4). The powers of the enhanced entity shall be as follows:

(a) The powers of the enhanced entity shall be exercised by the Highland Works Board, as defined by IC 36-1-2-24 (4), and shall be construed to include all powers directly granted it under IC 36-5 et seq., those powers permitted under IC. 36-1-7-2 and only those powers exercisable by the participating entities individually and deemed necessary to carry-out the Improvement Project described in section 2 of this agreement.

(b) Change orders will be provided for review and concurrence by all participating entities. By adoption and approval of this agreement, the Town of Griffith has consented to make review and concurrence a ministerial task to be undertaken by a person or officer each will respectively authorize and, once chosen, will be empowered to evidence review and concurrence on behalf of the respective participating entity by letter transmitted to the Griffith Works Board acting as an enhanced entity. The Town of Highland by and through its Works Board, as defined by IC 36-1-2-24 (4), will finally approve all change orders and its proper officers will evidence approval by their signatures.

Section 4. ACCOUNTS and FINANCE. This agreement hereby delegates to the duly elected Clerk-Treasurer of the Town of Highland, 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 agrees that the Highland Town Council, which is the municipal works under IC 36-1-2-24, shall serve as an enhanced entity behalf of the two participating entities. The enhanced entity shall provide administration and supervision over general construction services related to the improvement project described herein. As for those portions of the project related to public way resurfacing, and all other improvement installation, the enhanced entity will carry-out administration and supervision over general construction services on behalf of the participating entities, according to specifications outlined in the project specifications as drafted and duly approved for the improvement project described herein;

(b) The Town of Griffith through its Town Council agrees and shall contribute the amount of *Seventy-seven thousand, seven hundred thirty*

Dollars and sixteen cents (\$77,730.16) to the Highland Works Board acting as an enhanced entity, payable from its Community Crossings Matching Grant Fund to be payable upon terms as the enhanced entity may direct, not later than **February 29, 2020**;

(c) The Town of Highland through its Town Council agrees and shall contribute the amount of *Seventy-seven thousand, seven hundred thirty Dollars and sixteen cents (\$77,730.16)* to the Highland Works Board acting as an enhanced entity, payable from proper Fund or Funds of the Town as it may identify, to be deposited in an appropriate fund, to be payable over the course of the project not later than **February 29, 2020**;

(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, allowing for that portion of the contribution that under the terms of the community crossings grant or otherwise, would be otherwise reimbursable to each participating entity individually but will be instead reimbursable to the enhanced entity;

(e) Still further, following the conclusion of construction 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) Still further, following the conclusion of construction 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 7. MEETINGS and GOVERNING LAW. In acting as an enhanced entity, the **Highland Works Board**, as defined by IC 36-1-2-24 (4) shall adhere to and comply with all applicable laws governing its action when acting as a Town Council;

Section 8. TITLE. Upon satisfactory completion and acceptance of the project, the enhanced entity is dissolved, and those improvements of public way and other infrastructure improved or installed in consequence of the **Cline 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 9. COUNTERPARTS. This Interlocal Agreement may be executed in several 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 10. 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 Paragraph 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 HIGHLAND, INDIANA
3333 Ridge Road, Highland, Indiana 46322-2089

By and Through its Town Council

By:  **This Document is the property of the Lake County Recorder!**
Steven Wagner, Resident

Attest:


Michael W. Griffin, IAMC/ MMC/ CPFA/ CPFIM/ CMO, Clerk-Treasurer
Town of Highland, Indiana

Participant Execution Date: 11.25.2019



Participant Counterpart

EFFECTIVE DATE. This agreement shall be effective under Paragraph 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 North Broad Street, Griffith, Indiana 46319

By and Through This Town Council
**This Document is the property of
the Lake County Recorder!**

By:


Rick Ryfa, President

Attest:


John Volkman, Clerk-Treasurer
Town of Griffith, Indiana

Participant Execution Date: NOVEMBER 12, 2019

