

2019-086624

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

2019 Dec 13 2:38 PM

**JOINT INTERLOCAL COOPERATION MUTUAL AID AGREEMENT
BETWEEN THE CITY OF LAKE STATION AND LAKE COUNTY, INDIANA
REGARDING THE PURCHASE OF EQUIPMENT FOR THE FIRE PROTECTION
SERVICES**

This Joint Interlocal Cooperation Mutual Aid Agreement Between the City of Lake Station and Lake County, Indiana Regarding a fire protection mutual aid for the purchase of fire equipment is made and entered into in accordance with I.C. 36-1-7, *et. seq.*, by and between the City of Lake Station, a municipal corporation, and Lake County, Indiana, a unit of local government by its Board of Commissioners (Lake County), :

RECITALS

WHEREAS, The City of Lake Station is a unit of municipal government located in Lake County, Indiana, with jurisdiction over all real property and residents located within and inhabiting properties within the Municipal Corporate Boundaries of the City of Lake Station; and

WHEREAS, Lake County is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the Unincorporated Area Corporate Boundaries of Lake County, Indiana; and

WHEREAS, The City of Lake Station and Lake County have each been advised that the provisions of I.C. 36-1-7-1, *et. seq.*, (Interlocal Cooperation Act and referred to hereinafter as the Act), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

WHEREAS, The City of Lake Station and Lake County are political subdivisions empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services; and

WHEREAS, The City of Lake Station and Lake County each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, to provide funds to the City of Lake Station to purchase firefighting equipment as outlined in the attached Exhibit A in an amount not to exceed \$88,000.00 and the City of Lake Station will provide firefighting services in unincorporated Lake County, Indiana through a volunteer fire department; and

WHEREAS, The City of Lake Station and Lake County have determined that entry into a joint interlocal agreement is in the best interest of the residents of the City of Lake Station and Lake County, and therefore, have determined that it is advisable to enter into and become a participating unit under such a joint interlocal cooperation agreement pursuant to the applicable

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provisions of State Law, as amended from time to time.

COVENANTS

NOW, THEREFORE, the CITY OF LAKE STATION AND LAKE COUNTY, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledge, do hereby agree to the following:

SECTION 1: DURATION.

The duration of this Agreement shall be 1 year from its effective date.

SECTION 2. PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of the City of Lake Station and Lake County concerning the Mutual Aid Agreement.

SECTION 3. PROJECT DEFINED.

- A. The City of Lake Station shall provide firefighting services through a volunteer fire department to the unincorporated area in Lake County, Indiana as requested.
- B. Lake County shall transfer to the City of Lake Station the sum of \$88,000.00 to purchase the equipment listed in the attached Exhibit A.

SECTION 4. PROJECT FUNDING.

Lake County agrees to transfer \$88,000.00 from funds available to Lake County to the City of Lake Station to purchase the equipment identified in the attached Exhibit A.

SECTION 5. ADMINISTRATION AND AUTHORITY DELEGATION.

- A. This Agreement shall be administered through the City of Lake Station who shall have all of the powers available to them as a unit of local government.
- B. The Public Works of the City of Lake Station is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement, and further, that all claims for supplies, materials, services or other expenses shall be examined and approved by the appropriate officials of the City of Lake Station.

SECTION 6. ASSIGNMENT OF RIGHTS.

No party shall assign, delegate or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

SECTION 7. AMENDMENTS.

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all parties.

SECTION 8. FORCE MAJEURE.

Except as otherwise provided in this Agreement, the City of Lake Station and Lake County, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or intentional and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties or any other cause of any nature whatsoever beyond the control of the City of Lake Station and Lake County, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 9. NOTICES.

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

Board of Public Works
Board of Public Works
Municipal Building
3701 Fairview Avenue
Lake Station, IN 46405

County
Lake County Board of Commissioners
2293 N. Main St., 3rd Floor
Crown Point, IN 46307

SECTION 10. CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 11. SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 12. ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the parties, and their respective assigns and successors in interest.

SECTION 13. MATERIAL DISPUTE.

The parties agree that the City of Lake Station and Lake County shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The parties agree that each party shall be responsible for its own attorney fees, absent any applicable provision of the law to the contrary.

SECTION 14. COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 15. RECORDING AND FILING.

Before this Agreement takes effect, it must be recorded by Lake County 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.

SECTION 16. LIABILITY.

The City of Lake Station agrees to indemnify Lake County for any damages and attorney fees which Lake County, its elected officials, its appointed officials, its offices, its departments, its employees, and any of its independent agents must pay which are attributable to the negligence of the City of Lake Station in performing its obligations under this Agreement.

SECTION 17. SEQUENCE OF ACTION.

- A. The Lake Station Board of Public Works will first approve and execute this agreement and record it in the minutes of the Board.
- B. The Board of Commissioners as the Lake County Executive shall then execute the agreement at an official public meeting.
- C. Since the agreement is signed by the executive branch of the two units, the attorney for the Board of Commissioners shall forward the document to the Indiana Attorney General for approval. If not acted upon within sixty (60) days from receipt, the interlocal is deemed approved.

SECTION 18. PUBLIC ACTION.

It is expressly acknowledged and stated that this Agreement was executed and entered into by City of Lake Station and Lake County after action by and each entity to approve the Agreement at a duly advertised Public Meeting of the following:

A. By the Members of the Lake Station Board of Public Works on the 5th day of November, 2019.

B. By the Board of County Commissioners of Lake County, Indiana, the 2nd day of November, 2019.

WITNESS WHEREOF, the parties, by their duly authorized officials and representatives have caused this Agreement to be executed this 5th day of November, 2019.

BOARD OF PUBLIC WORKS
CITY OF LAKE STATION,
LAKE COUNTY, INDIANA

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This Document is the property of
the Lake County Paul Reder!

Christopher Anderson
Mayor Christopher Anderson

Bill Vega
Bill Vega

ATTEST:

Brenda Samuels
Brenda Samuels, Clerk-Treasurer

WITNESS WHEREOF, the parties, by their duly authorized officials and representatives have caused this Agreement to be executed this 2nd day of November, 2019.

BOARD OF COMMISSIONERS,
LAKE COUNTY, INDIANA

Kyle W. Allen, Sr.
KYLE W. ALLEN, SR.,
Commissioner 1st District

Jerry Tippy
JERRY TIPPY,
Commissioner 2nd District

Michael C. Repay
MICHAEL C. REPAY,
Commissioner 3rd District

Attest:

John E. Petalas
JOHN PETALAS, Lake County Auditor



PROTECTING AMERICA'S HEROES
 350 Austin Circle
 Delafield WI, 53018-2171
 Ph: (262) 646-5911 Fx: (262) 646-5912

Quote

Quote Number : 187778-0
 Customer# : 12971
 Quote Date : 05/30/2019
 Quoted To : CHUCK FAZEKAS
 Entered By : JOLI CLARK
 Salesperson : ANDY MATTOX
 Terms : NET 10
 Ship Via : UNITED PARCEL SERVICE
 Ship Acct# :
 Job/Rel# :
 Customer PO : HURST&HURST HOSES

Bill to: LAKE STATION VOLUNTEER FD
 1876 FAIRVIEW ST
 LAKE STATION, IN 46405

Phone: (219) 962-8295 Fax: (219) 963-3909

Ship to: LAKE STATION VOLUNTEER FD STA
 1876 FAIRVIEW ST
 LAKE STATION, IN 46405

Phone: (219) 962-8295 Fax: (219) 963-3909

Email: LSP058@YAHOO.COM

Document is NOT OFFICIAL!

Customer/Order Instructions

This Document is the property of the Lake County Recorder!

THANK YOU FOR CHOOSING 5 ALARM FIRE AND SAFETY.

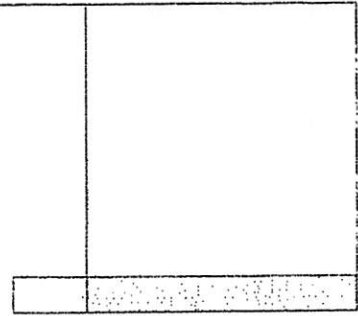
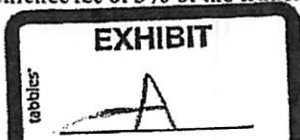
Line	Qty	U/M	Item #	Description	Price	Extension
0001	2	EA	SPECIAL ITEM	5A EDRAULIC PACKAGE 799 HURST PACKAGE INCLUDES 1EACH: EDRAULIC S799E2 CUTTER HSS, SP555E2 SPREADER, R421E2 RAM 3 CHARGERS AND 6 BATTERIES	30,653.50	61307.00
0002	2	ea	362R513	HURST JL 500 CUTTER W/STREAMLI	6,500.00	13000.00
0003	1	EA	272085412	HURST POWER SUPPLY ADAPTER PLUG FOR EDRAULIC 2.0 TOOLS **N/C WITH PURCHASE OF 2 SETS OF EDRAULIC TOOLS- SEE SALES CONCESSION	760.00	760.00
0004	5	EA	128R119	HURST STREAMLINE CLPLING KIT W/ BOOT	288.00	1440.00
0005	12	EA	128R118	HURST STREAMLINE NIPPLE KIT W/ BOOT/INDIANA	288.00	3456.00
0006	8	EA	353R304	HURST PIGTAILW/TOWER FITTING LOW PRESSURE	68.00	544.00
0007	6	EA	353R023	HURST 20" HOSE W/SPRING MALE TO MALE ENDS	67.00	402.00
0008	6	EA	142R069	HURST ADAPTER FOR MANIFOLD	11.00	66.00
0009	6	EA	353R396	HURST 30 FT YELLOW/GREY HYDRAU	1,060.00	6360.00

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SHIPPING CHARGES EXTRA

PRICES ARE GOOD FOR 30 DAYS OR UNTIL A MANUFACTURER PRICE INCREASE.
 Credit Card payments will incur a convenience fee of 3% of the transaction amount on transactions exceeding \$5000.

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PROTECTING AMERICA'S HEROES
 350 Austin Circle
 Defafield WI, 53018-2171
 Ph: (262) 646-5911 Fx: (262) 646-5912

Quote

Quote Number : 187778-0
 Customer# : 12971
 Quote Date : 05/30/2019

Line	Qty	U/M	Item #	Description	Price	Extension
				EXTENSION HOSE W/STREAMLINE		
0010	2	EA	180R017	HURST ONE GALLON LP HURST BLUE HYDRAULIC FLUID	130.00	260.00
0011	4	EA	SERVICE LABOR	1 HOUR SERVICE LABOR	110.00	440.00
0012	1	EA	SHOP SUPPLIES	SHOP SUPPLIES / FLUID DISPOSAL	80.00	80.00
0013	1	EA	TRAVEL TIME	TRAVEL TIME	45.00	45.00




Signature: _____

SHIPPING CHARGES EXTRA

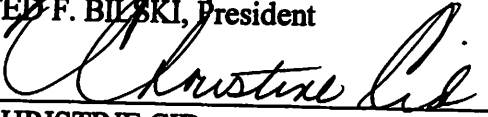
PRICES ARE GOOD FOR 30 DAYS OR UNTIL A MANUFACTURER PRICE INCREASE.
 Credit Card payments will incur a convenience fee of 3% of the transaction amount on transactions exceeding \$5000.

SubTotal	88,160.00
SHIPPING & HANDLING	600.00
SALES CONCESSION	760.00-
Total USD	88,000.00

LAKE COUNTY COUNCIL



TED F. BILSKI, President



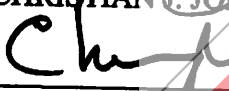
CHRISTINE CID



DAVID HAMM



CHRISTIAN I. JORGENSEN



CHARLIE BROWN

ABSENT

DANIEL F. DERNULC



ALFREDO MENCHIACA

