

**JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN FAIRWAYS  
REGIONAL WATER DISTRICT AND LAKE COUNTY, INDIANA  
FOR PUBLIC IMPROVEMENT COSTS INCURRED BY THE DISTRICT IN ITS  
TRANSITION TO A CONSERVANCY DISTRICT AND FUTURE DEVELOPMENT OF  
PUBLIC IMPROVEMENTS LOCATED IN LAKE COUNTY, INDIANA**

THIS JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE FAIRWAYS REGIONAL WATER DISTRICT AND LAKE COUNTY, INDIANA FOR PUBLIC IMPROVEMENT COSTS INCURRED BY THE DISTRICT IN ITS TRANSITION TO A CONSERVANCY DISTRICT AND FUTURE DEVELOPMENT OF PUBLIC IMPROVEMENTS LOCATED IN LAKE COUNTY, INDIANA (hereinafter referred to as this "Agreement") is made and entered into in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between THE FAIRWAYS REGIONAL WATER DISTRICT, a government entity created by statute through the action of the Lake County Council, by its BOARD MEMBERS as its executive and fiscal body (hereinafter referred to as "FAIRWAYS"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS as its executive and its COUNTY COUNCIL as its fiscal body (hereinafter referred to as "COUNTY").

**RECITALS**

**WHEREAS**, FAIRWAYS is a government entity created by statute through the action of the Lake County Council; and

**WHEREAS**, COUNTY is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the corporate boundaries of Lake County; and

**WHEREAS**, FAIRWAYS and COUNTY have each been advised that the provisions of Indiana Code §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**, FAIRWAYS and 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 facilities at a lesser cost; and

**WHEREAS**, FAIRWAYS and 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, together, for public improvement costs which will be incurred by the District in its transition to a Conservancy District and future development of public improvements, hereafter referred to as the PROJECTS; and

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WHEREAS, FAIRWAYS, and COUNTY have determined that entry into a joint interlocal cooperation agreement for the PROJECTS is a public improvement in the best interests of the residents of FAIRWAYS and 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 provisions of State Law, as amended from time to time.

### COVENANTS

NOW, THEREFORE, FAIRWAYS and COUNTY, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:

#### SECTION 1: DURATION.

The duration of this Agreement shall be from its effective date to completion and acceptance of the Project as defined herein.

#### SECTION 2: PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of FAIRWAYS and COUNTY concerning the PROJECTS.

#### SECTION 3: EFFECTIVE DATE

The effective date of this act shall be after the agreement has been signed by a majority of the elected officials of each party necessary to constitute an official act and a copy of the executed agreement is placed on record and filed with the Lake County Recorder.

#### SECTION 4: PROJECT DEFINED.

This Project is for public improvement costs which will be incurred by the District in its transition to a Conservancy District and future development of public improvements that will improve public health and economic conditions which will benefit the citizens of Lake County, Indiana. See attached Exhibit "A", Resolution No. 2022-70A

#### SECTION 5: PROJECT FUNDING.

COUNTY agrees to pay to FAIRWAYS within thirty (30) days of FAIRWAYS commencing the Project, the amount of THREE HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED SEVENTY-ONE DOLLARS and FOURTEEN CENTS (\$328,571.14) to help fund the Project. This contribution of COUNTY is solely for improvement costs FAIRWAYS will incur for the PROJECTS improvement.

#### SECTION 6: ADMINISTRATION AND AUTHORITY DELEGATION.

A. This Agreement shall be administered as follows:

- 1) FAIRWAYS shall use the funds for improvement costs which will be incurred for public improvement costs which will be incurred by the District in its transition to a Conservancy District and future development of public improvements.
  - 2) With the \$328,571.14 received from LAKE COUNTY, FAIRWAYS shall use the funds for public improvement costs which will be incurred by the District in its transition to a Conservancy District and future development of public improvements.
- B. The SECRETARY/TREASURER OF FAIRWAYS is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement.
- C. FAIRWAYS shall use the funds in accordance with all state and local rules and laws.
- D. Because the COUNTY will have no supervisory responsibility for the purchases made by FAIRWAYS, the COUNTY will not be in privity of contract with any person or company contacted by FAIRWAYS to complete the project, and COUNTY'S only involvement during the project is to provide funding, the County of Lake and any and all of its elected officials, appointed officials, offices, departments, divisions, employees, to include those of the Lake County Highway Department shall not be liable for and FAIRWAYS shall hold the aforementioned unit, bodies, and persons harmless from any loss or damage to any party that may occur during this PROJECTS.
- E. The project will be deemed completed when FAIRWAYS certifies to COUNTY the project has been completed and provides COUNTY with a detailed list of how the funds were used for the project.

**SECTION 7: 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 8: AMENDMENTS.**

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

**SECTION 9: FORCE MAJEURE.**

Except as otherwise provided in this Agreement, FAIRWAYS and 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 international 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 FAIRWAYS and COUNTY, which was not avoidable in the exercise of reasonable care and foresight.

**SECTION 10: 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:

Fairways Regional Water  
District, c/o President  
15430 Hovey Street  
Lowell, In 46356

Commissioner Mike Repay  
2293 North Main Street  
Crown Pt., In 46307

Councilman Charlie Brown  
2293 North Main Street  
Crown Pt., In 46307

**SECTION 11: CAPTIONS.**

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

**SECTION 12: 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 13: 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 14: MATERIAL DISPUTE.**

The parties agree that FAIRWAYS and 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 law to the contrary.

**SECTION 15: COUNTERPARTS.**

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

**SECTION 16: RECORDING AND FILING.**

- A. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder.
- B. 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 17: PUBLIC ACTION AND RATIFICATION.**

- A. Because there exists a situation where time is of the essence, the parties will have their respective elected officials sign the agreement to make it effective and then ratify it at a subsequent public meeting.
- B. To be effective with a retroactive ratification, the following must occur at a public meeting:
  - 1) The BOARD MEMBERS as the executive and fiscal body of FAIRWAYS.
  - 2) The Lake County Council has the fiscal body of the County of Lake, Indiana.
  - 3) The Board of Commissioners as the county executive of the County of Lake, Indiana.

# NOT AN OFFICIAL DOCUMENT

DocuSign Envelope ID: 8A9BF67D-3880-44A1-AEAF-F955D1887C69

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 19<sup>th</sup> day of July, 2023.

**LAKE COUNTY, INDIANA  
BOARD OF COMMISSIONERS:**



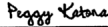
Kyle Allen, Sr., 1<sup>st</sup> District

Michael C. Repay, 3<sup>rd</sup> District



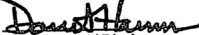
Jerry Tippy, 2<sup>nd</sup> District

ATTEST:



Peggy Katona, Auditor

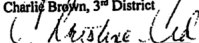
**LAKE COUNTY, INDIANA  
COUNTY COUNCIL:**




David Hamm, 1<sup>st</sup> District

ABSENT

Charlie Brown, 3<sup>rd</sup> District



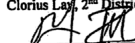
Christine Cid, 5<sup>th</sup> District



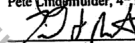
Randy Niemeyer, 7<sup>th</sup> District



Clorius Lay, 2<sup>nd</sup> District



Pete Lindemulder, 4<sup>th</sup> District



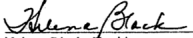
Ted Bilski, 6<sup>th</sup> District

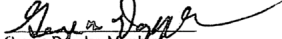
Signed by Lake County Council on 8/8/2023

# NOT AN OFFICIAL DOCUMENT

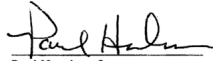
IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 28 day of June, 2023.


**FAIRWAYS REGIONAL WATER DISTRICT:**

  
Helena Black, President

  
George Doppler, Member

  
Chuck Janczak, Member

  
Paul Hurek, Secretary

  
Robert Van Baren, Member

Property of Lake County Recorder