

INTERLOCAL GOVERNMENTAL AGREEMENT BY AND BETWEEN THE
TOWN OF MUNSTER, INDIANA, THE TOWN OF HIGHLAND, INDIANA, THE CITY
OF HAMMOND, INDIANA, THE TOWN OF ST. JOHN, INDIANA, THE CITY OF
GARY, INDIANA, AND LAKE COUNTY, INDIANA

This Agreement is made and entered into by and between the Town of Munster, Indiana, a municipal corporation organizing and existing under the laws of the state of Indiana (“Munster”), the Town of Highland, Indiana, a municipal corporation organizing and existing under the laws of the state of Indiana, the City of Hammond, Indiana, a municipal corporation organizing and existing under the laws of the state of Indiana, the Town of St. John, Indiana, a municipal corporation organizing and existing under the laws of the state of Indiana, the City of Gary, Indiana, a municipal corporation organizing and existing under the laws of the state of Indiana, and the Lake County, Indiana, a municipal corporation organizing and existing under the laws of the state of Indiana (Sheriff and Highway Department) (Collectively “Parties”).

WHEREAS, the Town of Munster, Indiana, the Town of Highland, Indiana, the City of Hammond, Indiana, the Town of St. John, Indiana, the City of Gary, Indiana, and Lake County are desirous of entering into this Interlocal Government Agreement for the purposes of cooperating with one another and setting forth the Parties contribution toward the acquisition and implementation of signal preemption, devices for emergency vehicles on signals throughout the Parties’ jurisdiction (the Project); and

WHEREAS, the Parties agree that the Project will provide benefit to the citizens of the Town of Munster, Indiana, the Town of Highland, Indiana, the City of Hammond, Indiana, the Town of St. John, Indiana, the City of Gary, Indiana and Lake County generally; and

WHEREAS, Munster has applied and the Parties have been awarded \$6,450,000.00 in federal transportation funds from the Northwestern Indiana Regional Planning Commission (“NIRPC”); and

WHEREAS, the Parties have agreed to share the remaining cost of the project pro-rata after receipt of federal transportation funds based on the intersections receiving the signal preemption devices as in each jurisdiction follows:

Munster	30 Intersections – 15 Police Vehicles; 28 Fire Vehicles
Highland	34 Intersections – 15 Police Vehicles; 30 Fire Vehicles
Hammond	127 Intersections – 32 Police Vehicles; 68 Fire Vehicles
Lake County	20 Intersections (Sheriff – 8; Highway – 12) – 80 Police Vehicles
St. John	3 Intersections – 23 Police Vehicles; 22 Fire Vehicles
Gary	57 Intersections – 30 Fire Vehicles

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

Section 1. That the prefatory statements set out above are incorporated herein and made a part hereof.

Section 2. After receipt of the federal transportation funds set forth above from NIRPC, the Parties agree to contribute their matching portion (not to exceed) for the Project as follows:

Munster	\$291,970.00
Highland	\$323,470.00
Hammond	\$1,086,520.00

Lake County Sheriff	\$159,200.00
Lake County Highway	\$137,600.00
St. John	\$110,190.00
Gary	\$458,740.00

Section 3: Remedies. Any Party to this agreement may enforce the provisions hereof by any remedy available at law or inequity.

Section 4: Assignment. No Party to this Agreement shall assign its rights or obligations hereunder without the express written consent of the other Parties obtained and delivered under the manner required by law.

Section 5: Entire Agreement. This instrument contains the entire agreement of the Parties. No promise, term, condition or representation which is not contained here shall have no force or effect.

Section 6: Governing Law. This instrument shall be governed by and under the laws of the State of Indiana.

Section 7: Other Provisions. This instrument shall be deemed to be severable, such that, in the event that any provision hereof is deemed to be invalid or unenforceable by any jurisdiction, the remainder of the Agreement shall remain in effect to the extent practicable. This Agreement may be amended only in writing, adopted, and executed in the same manner as the Agreement itself was adopted.

Section 8: Notices. All Notices required to be given here under shall be in writing delivered by courier or U.S. Mail, Certified, Return Receipt Requested and directed to the Town Managers of Munster, Highland, Hammond, and St. John, Indiana,

the Major of Gary, Indiana, and the Lake County Council. Any Party may inform the other Parties in writing of any change of persons and addresses to receive notice from time to time as required.

CERTIFICATE OF APPROVAL BY THE ENTITIES

Adopted and approved this _____ day of _____, 2023.

TOWN OF MUNSTER

By: _____

Title: _____

TOWN OF HIGHLAND

By: _____

Title: _____

CITY OF HAMMOND

By: _____

Title: _____

TOWN OF ST. JOHN

By: _____

Title: _____

CITY OF GARY

By: _____

Title: _____

LAKE COUNTY

By: _____

Title: _____