

JOINT
INTERLOCAL GOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE TOWN OF DYER, INDIANA
THE TOWN OF SCHERERVILLE, INDIANA
AND THE TOWN OF MUNSTER, INDIANA

THIS JOINT INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between the TOWN OF DYER, LAKE COUNTY, INDIANA, a Municipal Corporation organized and existing under the laws of the State of Indiana ("Dyer"), the TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, a Municipal Corporation organized and existing under the laws of the State of Indiana ("Schererville"), and the TOWN OF MUNSTER, LAKE COUNTY, INDIANA, a Municipal Corporation organized and existing under the laws of the State of Indiana ("Munster"),

RECITALS

WHEREAS, Dyer, Schererville, and Munster now seek to enter into this Joint Interlocal Governmental Agreement for the purpose of cooperating with one (1) another and setting forth the contribution of each participating unit toward the asphalt patching of Main Street, including a four (4") inch milling of specific areas as agreed upon from Dyer Ditch east to Cypress Drive ("Project"); and

WHEREAS, the Parties hereto all agree that the Project will provide benefit to the citizens of Dyer, Schererville, and Munster; and

WHEREAS, the Parties have engaged Milestone Contractors North to provide an Opinion of Probable Costs for the Project which is in the amount of One Hundred Sixty-Six thousand, Three Hundred Twenty and 00/100 (\$166,320.00) dollars; and

WHEREAS, the Parties have agreed to share the costs of the Project equally, One-third (1/3) each, with Dyer, Schererville, and Munster each contributing an estimated amount of Fifty-Five thousand, Four Hundred Forty (\$55,440.00) dollars, with the final balance to be determined subsequent to the completion of the project. The Town of Munster shall be responsible for all aspects of the construction portion of the project referenced herein and shall hold Schererville and Dyer harmless thereon.

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

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

Section 2. Dyer shall contract for the construction of the Project.

Section 3. Schererville shall design and contribute One-third (1/3) the sum of the total cost of the Project on or before December 15, 2023.

Section 4. Munster shall provide oversight for the construction of the Project and contribute One-third (1/3) the sum of the total cost of the Project on or before December 15, 2023.

Section 5. Remedies. Any Party to this Agreement may enforce any provision thereof by any remedy available at law or in equity. Prior to filing suit, a Party who believes it has been aggrieved by any violation of any provision of this Agreement by the other Party shall first give written notice of such

grievance or violation of this Agreement to the other Party and shall afford a period of at least thirty (30) days in which the other Party may cure the violation. The prevailing Party in any litigation to enforce this Agreement shall be entitled to recover its reasonable attorney fees and expenses of litigation from the other Party or Parties.

Section 6. **Assignment.** No Party to this Agreement shall assign its rights or obligations hereunder without the express written consent of the other Parties hereto obtained and delivered in the manner required by applicable law.

Section 7. **Entire Agreement.** This instrument contains the entire Agreement of the Parties. No promise, term, condition, or representation, which is not contained herein, shall have any force or effect.

Section 8. **Anti-Waiver Provision.** The waiver by any Party of any right granted under this Agreement upon any occasion shall not operate as a waiver of the same right on any subsequent occasion.

Section 9. **Governing Law.** This Instrument shall be governed by and construed under the laws of the State of Indiana, including regarding Joint Interlocal Cooperation Agreements.

Section 10. **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 court of competent 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 was itself adopted.

Section 11. **Notices.** All notices required to be given under this Agreement shall be in writing, delivered by courier or U.S. Mail, certified, return receipt requested, and directed to:

If to <u>Dyer</u> :	David W. Hein, Town Manager One Town Square Dyer, IN 46311
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If to <u>Schererville</u> :	James M. Gorman, Town Manager 10 East Joliet Street Schererville, IN 46375
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If to the <u>Munster</u> :	Dustin Anderson, Town Manager 1005 Ridge Rd. Munster, IN 46321
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The Parties hereto agree to inform the other Parties in writing of any change of persons and addresses to receive notice from time to time as required.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by one (1) of its duly authorized Officers as of the date written.

TOWN OF DYER, LAKE COUNTY, INDIANA
Through its Town Council

By: _____
Mary Tanis, Town Council President

Attest:

Debbie J. Astor, Clerk-Treasurer

Participant Execution Date: _____

TOWN OF SCHERERVILLE, LAKE COUNTY INDIANA
Through its Town Council

By: _____
Thomas J. Schmitt, Town Council President

Attest:

Michael A. Troxell, IAMC, CMC, CPFIM, CMO,
Clerk-Treasurer

Participant Execution Date: _____

TOWN OF MUNSTER, LAKE COUNTY, INDIANA
Through its Town Council

By: _____
Chuck Gardiner, Town Council President

Attest:

Wendy Mis, Clerk-Treasurer

Participant Execution Date: _____