

**JOINT INTERLOCAL GOVERNMENTAL AGREEMENT**

BY AND BETWEEN  
THE TOWN OF MUNSTER, INDIANA  
AND THE TOWN OF HIGHLAND, INDIANA BOARD OF PARKS AND  
RECREATION

THIS JOINT INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between the TOWN OF MUNSTER, LAKE COUNTY, INDIANA, a Municipal Corporation organized under the laws of the State of Indiana ("Munster"), and the TOWN OF HIGHLAND BOARD OF PARKS AND RECREATION, LAKE COUNTY, INDIANA, a Municipal Corporation organized under the laws of the State of Indiana ("Highland") (collectively the "Parties"),

**RECITALS**

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, Munster and Highland now seek to enter into this Joint Interlocal Governmental Agreement for the purpose of cooperating with one another and setting forth the contribution of each participating unit toward the Bike and Pedestrian Connector Pathway from Munster to Highland over Cady Marsh Ditch and Hart Ditch with a connecting pathway to Martha Street ("Project"); and

WHEREAS, the Parties hereto identified this project as a key connector trail between the two Towns more than twenty years ago; and

WHEREAS, this connection is recognized as a high priority connection on the Northwestern Indiana Regional Planning Commission's Greenways and Blueways Plan; and

WHEREAS, this connector pathway is a vital piece of completing a connector trail between the Erie Lackawanna Trail and the American Discovery Trail in the Town of Highland and the Monon Trail, Pennsy Trail and the Great American Rail-Trail in Munster; and

WHEREAS, the Parties hereto agree that the project will provide benefit to the citizens of Munster and Highland; and

WHEREAS, the Parties hereto have agreed that Munster will be the lead agency for this project; and

WHEREAS, Munster has received funding from the Indiana Department of Transportation ("INDOT") with a DES number of 1173597, who will cover 80% (eighty percent) of the total construction cost of \$1,765,700, and 80% of the total construction observation costs up to \$188,332, and

WHEREAS, the Parties hereto have agreed to share in the remaining 20% (twenty percent) costs of the project equally, one-half (1/2) or 10% (ten percent) each, with Munster and Highland each contributing an equal amount for construction, and

WHEREAS, additionally, the Parties hereto have agreed to share in the 20% (twenty percent) costs of construction observation equally at one-half (1/2) or 10% (ten percent) each with Munster and Highland each contributing an equal amount.

**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.** Munster shall serve as the LPA for the construction of the Project.

**Section 3.** Munster shall invoice Highland for their share of costs upon completion of the initial work.

**Section 4.** Munster will be responsible for maintenance and or replacement of the bridge over Hart Ditch.

**Section 5.** Highland will be responsible for maintenance and or replacement of the bridge over Cady Marsh Ditch.

**Section 6.** Future maintenance and or improvements to the pathway between the two bridges, including the segment connecting to Martha Street, will be equally shared between the two Parties.

**Section 7. 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.

**Section 8. 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 9. 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 10. 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 11. 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 12. Other Provisions.** This Instrument shall be deemed to be serviceable, 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 13. 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 the following or their subsequent replacement:

If to <u>Munster</u> :	Town of Munster c/o: James Marino, Town Manager 1005 Ridge Rd. Munster IN 46321
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If to <u>Highland</u> :	Town of Highland Board of Parks and Recreation c/o: Alex Brown, Supt. of Parks and Recreation 2450 Lincoln St. Highland IN 46322
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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 MUNSTER, LAKE COUNTY, INDIANA

Through its Town Council

By: \_\_\_\_\_

George Shinkan, Town Council President

Attest:

\_\_\_\_\_

Wendy Mis, Clerk-Treasurer

Participant Execution Date: \_\_\_\_\_

TOWN OF HIGHLAND, LAKE COUNTY, INDIANA

Through its Board of Parks and Recreation

By:  \_\_\_\_\_

Nick Russo, President

Attest:

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Alex Brown, Superintendent of Parks and Recreation

Participant Execution Date: 6-19-25