

**JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF
LOWELL, INDIANA AND LAKE COUNTY, INDIANA FOR ROUTE 2 TRAFFIC
LIGHTS IMPROVEMENTS AND FIRE DEPARTMENT EQUIPMENT**

THIS JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF LOWELL, INDIANA AND LAKE COUNTY, INDIANA FOR **ROUTE 2 TRAFFIC LIGHTS IMPROVEMENTS AND FIRE DEPARTMENT EQUIPMENT** (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 TOWN OF LOWELL, Lake County, Indiana, a Municipal Corporation, by its TOWN MANAGER and its TOWN COUNCIL as its fiscal body (hereinafter referred to as "LOWELL"), 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, LOWELL is a unit of local government located in Lake County, Indiana, with jurisdiction over real property located within the Municipal Corporate Boundaries of LOWELL; 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, LOWELL 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, LOWELL 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, LOWELL 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, to provide for Route 2 Traffic Lights Improvements and Fire Department Equipment hereafter referred to as the "IMPROVEMENTS AND EQUIPMENT"; and

WHEREAS, LOWELL, and COUNTY have determined that entry into a joint interlocal cooperation agreement for the IMPROVEMENTS AND EQUIPMENT is a public improvement in the best interests of the residents of LOWELL 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, LOWELL 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 LOWELL and COUNTY concerning the IMPROVEMENTS AND EQUIPMENT.

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 Route 2 Traffic Lights IMPROVEMENTS and Lowell Fire Department EQUIPMENT, that will improve public health and economic conditions which will benefit the citizens of Lake County, Indiana.

SECTION 5: PROJECT FUNDING.

COUNTY agrees to pay to LOWELL within thirty (30) days of LOWELL commencing the Project, SEVENTY-FIVE (75%) PERCENT of the traffic light improvement costs in an amount not to exceed ONE HUNDRED EIGHTY THOUSAND DOLLARS and NO CENTS (\$180,000.00) and SEVENTY-FIVE (75%) PERCENT of the fire department equipment in an amount not to exceed ONE HUNDRED SEVENTY ONE THOUSAND DOLLARS and NO CENTS (\$171,000) to help fund the Project. This contribution of COUNTY is solely for improvement costs LOWELL will incur for the Route 2 Traffic Lights IMPROVEMENTS AND EQUIPMENT for the fire department. Specifically, the following fire equipment is included in this Agreement: Enhanced Search Thermal Imager Cameras: \$62,578, Large Area Search Kit (rope system): \$7,800, Rescue Equipment– Entrapments/Crush with Pin in and Air Monitoring: \$76,792, Firefighter Accountability System: \$20,000, and Fire Inspection and Prevention Equipment for Large Buildings: \$4,000.

SECTION 6: ADMINISTRATION AND AUTHORITY DELEGATION.

A. This Agreement shall be administered as follows:

- 1) LOWELL shall begin the project for Route 2 Traffic Lights IMPROVEMENTS and fire department EQUIPMENT purchase.
 - 2) With the 75% (not to exceed \$180,000) received from LAKE COUNTY, LOWELL shall move forward with the Route 2 Traffic Lights IMPROVEMENTS.
 - 3) With the 75% (not to exceed \$171,000) received from LAKE COUNTY, LOWELL shall move forward with the purchase of the fire department EQUIPMENT.
- B. The CLERK-TREASURER OF THE TOWN OF LOWELL, LAKE COUNTY is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement.
- C. LOWELL shall move forward with the Route 2 Traffic Lights IMPROVEMENTS and fire department EQUIPMENT purchase in accordance with all state and local rules and laws.
- D. Because the COUNTY will have no supervisory responsibility for the purchase made by LOWELL, the COUNTY will not be in privity of contract with any person or company contacted by LOWELL to make the IMPROVEMENTS and EQUIPMENT purchase, and COUNTY'S only involvement during the IMPROVEMENTS and EQUIPMENT purchase 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 LOWELL shall hold the aforementioned unit, bodies, and persons harmless from any loss or damage to any party that may occur during these IMPROVEMENTS and EQUIPMENT.
- E. The purchase will be deemed completed when LOWELL certifies to COUNTY the IMPROVEMENTS and EQUIPMENT purchase have been made and provides COUNTY with a copy of said purchase invoices.

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, LOWELL 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 LOWELL 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:

Lowell Town Council
Council President
501 E. Main Street
Lowell, In 46356

Commissioner Mike Repay
2293 North Main Street
Crown Point, In 46307

Councilwoman Christine Cid
2293 North Main Street
Crown Point, 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 LOWELL 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 City Council as the fiscal body of the Town of Lowell, Lake County, Indiana, a Municipal Corporation.
 - 2) The Town Manager of the Town of Lowell, Lake County, Indiana, a Municipal Corporation.
 - 3) The Lake County Council as the fiscal body of the County of Lake, Indiana.
 - 4) The Board of Commissioners as the county executive of the County of Lake, Indiana.

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this _____ day of _____, 2026.

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

Kyle Allen, Sr., 1st District

Jerry Tippy, 2nd District

Michael C. Repay, 3rd District

ATTEST:

Peggy Katona, Auditor

**LAKE COUNTY, INDIANA
COUNTY COUNCIL:**

David Hamm, 1st District

Ronald G. Brewer, Sr., 2nd District

Charlie Brown, 3rd District

Pete Lindemulder, 4th District

Christine Cid, 5th District

Ted Bilski, 6th District

Randy Niemeyer, 7th District

**IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and
Representatives have caused this Agreement to be executed this _____ day of
_____, 2026.**

**TOWN MANAGER
LOWELL, INDIANA:**

Craig Hendrix, Town Manager

ATTEST:

Jill Murr, Clerk-Treasurer

**LOWELL, INDIANA
CITY COUNCIL:**

Todd Angerman, President

Mike Gruszka, Vice President

John Alessia, Ward 3

Shane Tucker, Ward 4

Phillip Kuiper, Ward 5