

TOWN OF ST. JOHN, LAKE COUNTY, INDIANA

RESOLUTION NO.: 2017-02-23D |

A RESOLUTION AUTHORIZING ENTRY INTO A JOINT INTERLOCAL COOPERATION AGREEMENT WITH OTHER PARTICIPATING UNITS OF LOCAL GOVERNMENT FOR THE DESIGN, INSTALLATION, AND OPERATION OF AN EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM, TO BE KNOWN AS THE EVP SYSTEM REGIONAL PROJECT, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of St. John, Lake County, Indiana (hereinafter the "Town Council"), has reviewed the needs of the Town with respect to emergency services for individuals requiring transport by emergency vehicles to and from the several hospitals in the service area of the aforementioned "**EVP SYSTEM REGIONAL PROJECT**", as defined by the Agreement; and

WHEREAS, the Town Council has been informed and advised that the provisions of I.C. § 36-1-7, et seq., as amended from time to time, permit the Town of St. John, Lake County, Indiana (hereinafter the "Town"), to make the most efficient use of its powers by entry into a Joint Interlocal Agreement to mutually participate in design, installation and operation of the **EVP SYSTEM REGIONAL PROJECT**, for the mutual benefit of the participating governmental entities and individuals served thereby; and

WHEREAS, the Towns of Merrillville, Dyer, Griffith, and Schererville, each in Lake County, Indiana, and each municipal corporate entities, as well as the Cities of Hobart and Crown Point, also located in Lake County, Indiana, and likewise organized as municipal corporate entities, are also permitted by the applicable provisions of I.C. § 36-1-7, et seq., as amended from time to time, to make the most efficient use of the corporate powers in said units of local government to enter into a Joint Interlocal Cooperation Agreement to mutually participate in design, installation and operation of an **EVP SYSTEM REGIONAL PROJECT** for same, for the mutual benefit of each of the participating governmental entities; and

WHEREAS, the Town and the other participating units of local government herein, namely, the Towns of Merrillville, Dyer, Griffith, and Schererville, as well as the Cities of Hobart and Crown Point, each located in Lake County, Indiana, seek to enter into a Joint Interlocal Cooperation Agreement based upon the terms and provisions of I.C. § 36-1-7, et seq., as each are amended from time to time, together, to mutually participate in design, bidding, supervision and construction of the **EVP SYSTEM REGIONAL PROJECT**, for the mutual benefit of the participating governmental units, and at shared costs; and

WHEREAS, the Town Council, upon its review, has determined that entry into a Joint Interlocal Cooperation Agreement with the aforementioned units of local government in Lake County, Indiana, for the **EVP SYSTEM REGIONAL PROJECT**, on the terms specified therein, is in the best interests of the residents of the Town of St. John, and therefore, has determined that it is advisable to enter into and be a participating unit under such a Joint Interlocal Cooperation Agreement pursuant to the applicable provisions of State law.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION ONE: That the Town Council of the Town of St. John, Lake County, Indiana, shall take all appropriate and legal measures to enter into a Joint Interlocal Cooperation Agreement with the Towns of Merrillville, Dyer, Griffith, and Schererville, as well as the Cities of Hobart and Crown Point, each in Lake County, Indiana, for design, installation and operation of an **EVP SYSTEM REGIONAL PROJECT**, for the mutual benefit of the participating units of local government which are parties to the Agreement.

SECTION TWO: That the President of the Town Council is hereby authorized and permitted to enter into a Joint Interlocal Cooperation Agreement on behalf of the Town for the purpose of participation in the **EVP SYSTEM REGIONAL PROJECT** by the Town of St. John at shared costs for the **EVP SYSTEM REGIONAL PROJECT** for the mutual benefit of the Town of St. John and the other participating units of local government, namely, the Towns of Merrillville, Dyer, Griffith and Schererville, as well as the Cities of Hobart and Crown Point, each in Lake County, Indiana, pursuant to the applicable provisions I.C. § 36-7-1 et seq., as same is amended from time to time; further, the Town Clerk-Treasurer is hereby authorized to attest the execution of said Agreement by the President of the Town Council.

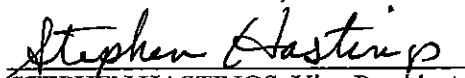
SECTION THREE: That a copy of the proposed **EVP SYSTEM REGIONAL PROJECT** Joint Interlocal Cooperation Agreement between the Town of St. John and the other participating units of local government hereto shall be attached to this Resolution, and is incorporated herein by reference.

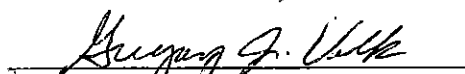
SECTION FOUR: That this Resolution shall take effect, and be in full force and effect, from and after its passage and approval by the Town Council of the Town of St. John, Lake County, Indiana, in conformance with applicable law.

ALL OF WHICH IS PASSED AND RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, THIS 23 DAY OF February, 2017.

TOWN COUNCIL, TOWN OF ST. JOHN,
LAKE COUNTY, INDIANA

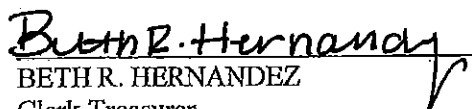

MICHAEL S. FORBES, President


STEPHEN HASTINGS, Vice-President


GREGORY J. VOLK, Member


MARK BARENIE, Member

ATTEST:


BETH R. HERNANDEZ
Clerk-Treasurer

CHRISTIAN J. JORGENSEN, Member

**INTERLOCAL COOPERATION AGREEMENT FOR DESIGN, INSTALLATION AND OPERATION OF AN
EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM**

This Agreement ("Agreement") is made as of this 23RD day of FEBRUARY, 2017 between Town of Merrillville, Town of Schererville, City of Hobart, City of Crown Point, Town of Dyer, Town of Griffith, and the Town of St. John Indiana ("Local Public Agency", or collectively the "Local Public Agencies" or the "parties").

WHEREAS, the Local Public Agencies are political subdivisions within the meaning of the Indiana Interlocal Cooperation Act (I.C. 36-1-7-1 et seq.) which are authorized by said state law to enter into intergovernmental agreements; and

WHEREAS, the area in northwest Indiana comprising the NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION ("NIRPC") area is served by several hospitals including the Methodist Hospitals, Franciscan St. Margaret Hospitals, St. Mary Medical Center, St. Anthony Medical Center and Community Hospital; and

WHEREAS, these hospitals are the recipients of patients transported by emergency vehicles from communities both within and without the NIRPC area; and

WHEREAS, NIRPC is desirous that emergency response times and emergency transport to these hospitals be carried out in the safest and most prompt manner possible; and

WHEREAS, an Emergency Vehicle Preemption System (an "EVP System" or "EVP Systems") allows police, fire, and emergency medical services vehicles to control the "green" (through) cycle at signalized traffic intersections; and

WHEREAS, the Local Public Agencies have studied the potential for reducing emergency medical service vehicle response time and have concluded that the installation of EVP Systems at 157 signalized intersections in the region (see Exhibit A the "REGIONAL PROJECT") would substantially improve emergency response times; and

WHEREAS, the REGIONAL PROJECT would also provide secondary benefits for other non-emergency medical services related emergency police and fire response times within the communities served by these 157 signalized intersections; and

WHEREAS, the Local Public Agencies desire to install the EVP Systems, as part of the REGIONAL PROJECT described herein, for use by emergency vehicles at the 157 signalized intersections under the jurisdictions of the respective Local Public Agencies and which intersections are identified in EXHIBIT A attached hereto and made a part hereof; and

WHEREAS, the NIRPC, through the authority delegated to its Transportation Committee, on February 16, 2016, approved HSIP funding for the REGIONAL PROJECT at an estimated total cost of \$1,725,140; and

WHEREAS, the HSIP program is a federally funded program administered by the Indiana Department of Transportation ("INDOT"); and

WHEREAS, INDOT requires that a single community serve as the Local Agent for the purpose of entering into an agreement for the completion of a HSIP project (the "HSIP Project Agreement"), which HSIP Project Agreement is incorporated herein by reference and made a part hereof; and

WHEREAS, Town of Merrillville, through NIRPC, has agreed to serve as the Lead Agent. All of the Local Public Agencies recognize and agree that the Town of Merrillville, by reason of serving as Lead Agent, assumes no additional liability or responsibility greater than that of any other Local Public Agency for (a) the actions or omissions of any kind of the other Local Public Agencies under this Agreement, regardless of whether such acts or omissions are by a single Local Public Agency or more than one, and (b) the installation, operation, use, maintenance or repair of the REGIONAL PROJECT or any EVP System located within the jurisdiction of any of the other Local Public Agencies; and

WHEREAS, Local Public Agencies enter into this intergovernmental agreement (the "Agreement") to assure their commitment to reimburse the Town of Merrillville for their share of the proportionate REGIONAL PROJECT costs incurred under the terms of this Agreement and under the HSIP Project Agreement, and to spread or share the risks that the Town of Merrillville is undertaking by acting as Lead Agent in contracting for the installation and testing of the REGIONAL PROJECT; and

WHEREAS, the Local Public Agencies desire to participate in the REGIONAL PROJECT and agree to enter into this Agreement to assure their commitment to reimburse the Town of Merrillville for their proportionate shares of the REGIONAL PROJECT design, construction and construction engineering costs incurred under the terms of the Agreement and under the HSIP Project Agreement, and to spread or share the risks that the Town of Merrillville is undertaking by acting as Lead Agent in contracting for the installation and testing of the REGIONAL PROJECT; and

WHEREAS, each Local Public Agency does hereby declare by its participation in this Agreement that it is in the best interests of each of the Local Public Agencies and the members of the public served by each agency to enter into this Agreement.

NOW, THEREFOR, in consideration of the foregoing recitals, the mutual covenants and promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Towns of Merrillville, Schererville, Griffith, Dyer and St. John and the Cities of Hobart and Crown Point agree as follows:

SECTION 1: The above recitals are incorporated into this Agreement as material provisions agreed to by the Local Public Agencies as though fully set forth herein.

SECTION 2: The Town of Merrillville shall enter into the HSIP Project Agreement with INDOT to be the recipient of an HSIP grant and to serve as Lead Agent for the coordination of design plans, installation and testing of the REGIONAL PROJECT for the signalized intersections listed in Exhibit A in the total estimated amount of \$3,114,500.00 of which 90% (approximately \$2,803,050.00) will be funded by the HSIP grant and 10% (approximately \$311,450.00) by the Local Public Agencies.

SECTION 3: In order to coordinate the REGIONAL PROJECT on behalf of the Local Public Agencies, each local agency agrees to authorize the Town of Merrillville to serve as Lead Agent for the purposes of executing the HSIP Agreement, the HSIP grant and any other documents needed to fulfill the requirements of the HSIP Project Agreement, this Agreement and the REGIONAL PROJECT, including retaining consulting services for the design, installation, testing and inspection of the REGIONAL PROJECT.

SECTION 4: Each of the Local Public Agencies agrees to pay its proportionate share of the total design, installation and testing costs, including but not limited to all Phase II coordination costs, design engineering costs, direct consultant costs including printing, Phase III installation, inspection and testing costs and any other costs associated with the completion of the REGIONAL PROJECT, relating to each intersection under its respective jurisdiction, or its prorata portion for shared intersections. The total estimated cost of the Phase II design engineering coordination for each Local Public Agency is listed in EXHIBIT B, which exhibit is attached hereto and made a part hereof. Responsibility for the 157 intersections is identified in EXHIBIT A which is attached hereto and made a part hereof. The total cost for Phase III construction, construction inspection and testing services will be estimated; however, the percentage contribution for each Local Public Agency will be recalculated following the actual receipt of bids, but prior to the award of the construction and construction inspection contracts. The recalculation will be based upon the actual unit share of the REGIONAL PROJECT to be installed in each Local Public Agency given the prices for the various unit costs, as bid. The recalculated prorata share of the Phase III REGIONAL PROJECT costs is attached to this Agreement as EXHIBIT C and made a part hereof (the "Addendum").

SECTION 5: INDOT shall award a contract to a licensed contractor(s) who shall install and test the EVP System (phase selector, field wiring, optical detectors, vehicle emitters, and any and all appurtenances) in accordance with the terms of this Agreement.

SECTION 6: In order to complete the REGIONAL PROJECT, the Local Public Agencies agree to permit the authorized contractor(s) and its subcontractor(s) and agents to install and test the EVP Systems at those signalized intersections identified in EXHIBIT A.

SECTION 7: The contractor(s) shall install and test the EVP Systems in accordance and with the recommendations of the manufacturer and as required by the contract documents. INDOT shall designate a licensed contractor to inspect and test the EVP Systems to ensure proper installation and operation. After the EVP Systems have been installed, tested and there is confirmation that the individual EVP System units function properly, each Local Public Agency shall be responsible for the future maintenance, operation and replacement costs of its EVP System within its jurisdiction. Each Local Public Agency shall own and maintain and shall have exclusive control to operate the EVP System

within its jurisdiction. The responsibility for the future operation, maintenance, repair and/or replacement costs of any EVP System located in a shared intersection shall be shared equally or on a prorata percentage basis, as appropriate, by the adjacent Local Public Agencies who have joint jurisdiction over the intersection. In the event any Local Public Agency elects to abandon or remove all or any portion of its EVP System, it shall provide at least seventy-two (72) hours prior written notice to each of the other Local Public Agencies herein of the intersection location(s) at which the EVP System will be abandoned or removed. For shared intersections, each of the sharing Local Public Agencies must be in agreement to abandon or remove the EVP System (or portion thereof); or must reach an agreement in which one agency takes over future ownership, maintenance and responsibility for the EVP System (or portion thereof).

SECTION 8: Each Local Public Agency agrees to provide the contractor(s) with safe, protected access to the traffic signal cabinet which shall house the EVP System for purposes of installation and testing the EVP System. INDOT and the Lake County Highway Department ("LCHD") have maintenance and jurisdiction on many of these intersections and access will be obtained through INDOT or LCHD.

SECTION 9: Each Local Public Agency agrees to reimburse the Town of Merrillville within forty-five (45) days of receipt of an invoice for its estimated prorata share of costs for Phase III (see Exhibit C) incurred by the Town of Merrillville in serving as Lead Agent on behalf of the Local Public Agency. Said reconciliation reimbursement will be calculated by subtracting the estimated prorata cost share from the actual cost share. In the event that the Town of Merrillville is required to bring any suit or other legal proceeding to recover the pro rata share of any Local Public Agency, the Town of Merrillville will be entitled to recover all reasonable attorneys' fees and court costs incurred in connection with such suit or other legal proceeding.

SECTION 10: On behalf of the Town of Merrillville, Robinson Engineering, Ltd. shall process, maintain book and records per Indiana requirements and provide copies of all REGIONAL PROJECT documentation, as requested, and perform all other reasonable duties in conjunction with the REGIONAL PROJECT.

SECTION 11: Each of the Local Public Agencies agrees to pledge sufficient funds to satisfy its proportionate share of the 10% share of the actual total REGIONAL PROJECT costs, including construction, construction engineering, inspection, and testing services. One-half, or 5% of said construction costs shall be secured and paid to the Town of Merrillville immediately upon demand after notice is given by the Town of Merrillville of INDOT's approval of the final Phase II engineering and cost estimates for the REGIONAL PROJECT. Failure to provide the Town of Merrillville with said funds within forty-five (45) days of its initial demand for payment shall result in the Local Public Agency and its respective signalized intersections being deleted from the REGIONAL PROJECT with the Local Public Agency remaining obligated to pay its prorata share of costs and out of pocket expenses incurred by the Town of Merrillville on its behalf through the deletion date and without a right to recover any money expended by it under this Agreement, if any.

The balance of the 10% share of the actual total REGIONAL PROJECT costs for Phase III, including construction, construction engineering, inspection, and testing services, shall be secured and paid to

the Town of Merrillville immediately upon demand after notice is given by the Town of Merrillville of INDOT's intent to award the construction contract. Failure to provide the Town of Merrillville with said funds within forty-five (45) days of its initial demand for payment shall result in the Local Public Agency and its respective signalized intersections being deleted from the REGIONAL PROJECT with the Local Public Agency remaining obligated to pay its prorate share of costs and out of pocket expenses incurred by the Town of Merrillville on its behalf through the deletion date and without a right to recover any money expended by it under this Agreement, if any.

SECTION 12: Prior to the award of a contract, the Indiana Department of Transportation shall require any contractor(s), subcontractor(s) or agent(s) contracted to install, alter, improve, remove and test the EVP Systems to show proof of insurance for the duration of the REGIONAL PROJECT, a policy or policies of insurance issued by a nationally recognized and responsible insurance company or companies licensed to do business in Indiana.

The named additional insureds for this project shall include each of the named Local Public Agencies and its respective officers, officials, employees, agents and Robinson Engineering, Ltd. The insurance shall include general and automobile liability coverage in the minimum amount required by the Indiana Department of Transportation as well as workers compensation insurance in amount required by the State of Indiana.

Prior to the commencement of any work on the EVP System, the contractor(s) or any subcontractor(s), shall furnish to the Indiana Department of Transportation a certificate(s) of insurance meeting all requirements of the Indiana Department of Transportation as required for federally funded HSIP Projects.

SECTION 13: Nothing in this Agreement shall be deemed or construed to render inapplicable any provisions of the Indiana Tort Claims Act (I.C. 34-13-3-1, et seq.) as amended or the Indiana Comparative Fault Act (I.C. 34-51-2-1, et seq.) as amended, or any other fault sharing or damage-distribution statute or recovery doctrine. Further, nothing in this Agreement shall prevent any Local Public Agency from filing third-party actions in regard to any lawsuit brought against any of the Local Public Agencies. For example, if the Town of Merrillville is named in a lawsuit by reason of its acting as Lead Agent, because it is a member of this Agreement, or for any other reason, the Town of Merrillville shall be entitled to file a third-party action(s) against those Local Public Agencies or other third parties who may be liable to the plaintiff as a consequence of their actions.

Under no circumstances shall the Town of Merrillville's agreement to serve as the Lead Agent herein serve to increase its exposure to liability to third parties. Further, the Town of Merrillville's agreement in that regard should not be deemed to be an act subjecting it to vicarious liability for any reason in that nothing herein is meant to place the Town of Merrillville in a position superior to the other parties for any reason relating to decision making, ultimate authority regarding group decisions or with respect to the acts or failures to act of the other Local Public Agencies.

SECTION 14: This Agreement shall remain in effect for as long as the REGIONAL PROJECT, or any portion thereof, continues to operate among the parties hereto, or among the group of Local Public Agencies who remain parties to this Agent.

SECTION 15: If any Local Public Agency determines that its EVP System, or any portion thereof, is operating in a manner that endangers the public, or if the EVP System is scheduled for maintenance or repair, the Local Public Agency shall on twenty-four (24) hours prior written notice (or at the earliest possible time after discovery of a problem), serve notice of the affected intersections to the other Local Public Agencies and confirm that its maintenance contractor has or will deactivate the EVP System, or any portion thereof. In the event a Local Public Agency discovers that its EVP System, or any portion thereof, is not operating, the Local Public Agency shall promptly notify, by any method of telecommunication (e.g., telephone call, email, facsimile, etc.) all of the other Local Public Agencies of the affected intersection(s). The Local Public Agency shall have the EVP System repaired and reactivated as soon as practical and shall provide written notice to all other named Local Public Agencies of said reactivation.

SECTION 16: Notwithstanding anything to the contrary that may be contained in this Agreement or any other agreement pertaining to the REGIONAL PROJECT, each Local Public Agency shall indemnify and hold the Town of Merrillville harmless from any and all liability of any nature whatsoever arising in connection with the installation, operation and/or malfunction of the EVP Systems.

SECTION 17: The parties agree to work in good faith to mutually resolve any problems occurring or arising out of the performance of this Agreement. The parties agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and the intent of the parties as reflected by the terms of said Agreement including, without limitation, the enactment of such resolutions and ordinances, the execution of such permits, applications, documents and agreements, and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of said Agreement and as may be necessary to give effect to the objectives of this Agreement and the intentions of the parties as reflected by the terms of this Agreement.

SECTION 18: The contractor(s) shall obtain all necessary permits, licenses, consents and other approvals for the performance of the REGIONAL PROJECT. All of the Local Public Agencies shall promptly issue the necessary permits, licenses and approvals to allow the contractors to install and test the EVP Systems.

SECTION 19: No party shall assign, sublet, transfer, or convey this Agreement to any person or entity without the prior written consent of the other parties.

SECTION 20: All notices, demands, elections, and or instruments required or permitted to be given or made by any party upon one or more of the others under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by messenger delivery, overnight delivery courier, certified or registered mail with proper postage prepaid, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending party at the respective addresses shown below or to such other party or address as either party may from time to time furnish to the other in writing.

(a) Notice to the Town of Merrillville
shall be sent to:

With a copy to:

Town of Merrillville
7820 Broadway
Merrillville, IN 46410
Attn: Bruce Spires, Town Manager

Burke Costanza & Carberry LLP
9191 Broadway
Merrillville, IN 46410
Attn: John P. Bushemi

SECTION 21: This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

SECTION 22: This Agreement, together with the exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between the parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment, or change shall be allowed to this Agreement. Any modification, amendment, or change hereto shall be in writing and approved by the corporate authorities of all Local Public Agencies.

SECTION 23: This Agreement shall be in full force and effect, and legally binding, after it is approved and signed by the duly authorized officer of each Local Public Agency. This Agreement shall be binding upon and shall insure to the benefit of the Local Public Agencies agreeing hereto and to their successor corporations, officers, officials, successors in office, and assigns.

SECTION 24: No waiver of any obligation or default of any Local Public Agency shall be implied from any omission by the Town of Merrillville to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.

SECTION 25: This Agreement, and all questions of interpretation, construction, and enforcement hereof, and all controversies hereunder shall be governed by the applicable statutory and common law of the State of Indiana.

SECTION 26: If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law; provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties. In the event of any conflict or inconsistency between the terms set forth in this Agreement and the terms set forth in any exhibit hereto, the terms set forth in such exhibit shall govern and control.

SECTION 27: The Town of Merrillville shall immediately notify the other Local Public Agencies of any change in conditions or change in federal, state or local law, or of any other event which the Town of Merrillville becomes aware of which, in the Town of Merrillville's opinion, may significantly affect its ability to perform the REGIONAL PROJECT in accordance with the provisions of this Agreement.

SECTION 28: In the performance of its obligations pursuant to this Agreement, the Town of Merrillville and the contractor(s) shall comply with all applicable provisions of federal, state and local law, including the applicable grant provisions of any HSIP Project Agreement signed between the Town of Merrillville and INDOT. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing government requirements, the parties agree to include in all third party contracts financed with government assistance specific notice that government requirements may change and the changed requirements will apply to the REGIONAL PROJECT as required. Specifically, the Town of Merrillville agrees to administer the REGIONAL PROJECT in accordance with the most recent federal and state provisions and regulations. All contractor(s) shall comply with the provisions of the Civil Rights Act for public contractors (I.C. 22-9-1-10), the E-Verify Program (I.C. 22-5-1.7-3), the Drug Free Workplace Act (I.C. 22-9-5-24), the Civil Rights Act generally (I.C. 22-9-1-1, *et seq.*), and the Veterans Preference Act (I.C. 22-9-10-1, *et seq.*), but nothing herein shall require the application of those Acts unless required by law.

SECTION 29: In the performance of this Agreement, the parties shall comply with all applicable federal and state laws and regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Chapter 2 of the Indiana Civil Rights Act (I.C. 22-9-2-1, *et seq.*) prohibiting age discrimination. In addition, the Town of Merrillville agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. In coordination with the Indiana Department of Transportation, the Town of Merrillville also agrees to require any contractor doing construction work or performing professional or consulting services in connection with the REGIONAL PROJECT or this Agreement to agree to adhere to the requirements of this Section. Moreover, in coordination with the Indiana Department of Transportation, the Town of Merrillville agrees to require all contractors and subcontractors for this REGIONAL PROJECT to pay their employees all their rightful salaries, medical benefits, pensions and

social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefor. Such requirements shall be included by the Indiana Department of Transportation and the Town of Merrillville in all its contracts and agreements with contractors and subcontractors for this REGIONAL PROJECT.

SECTION 30: Each of the signatories to this Agreement represents that they are the duly authorized representatives of their respective Local Public Agency and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the corporate authorities of said Local Public Agency, who have acted by motion or approved a resolution at an open public meeting that authorized and directed the representatives to sign this Agreement.

SECTION 31: True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

Exhibit A - List of Intersections

Exhibit B - Phase II Design Engineering Coordination costs

Exhibit C - Phase III REGIONAL PROJECT costs ("Addendum")(to be attached hereto in accordance with Section 4 of this Agreement.

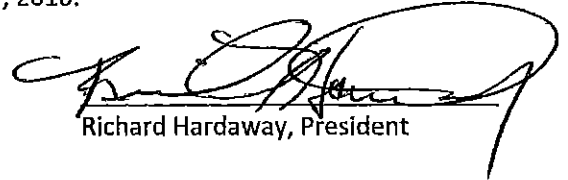
SECTION 32: The effective date of this Agreement shall be the date on which the last party signs the Agreement.

IN WITNESS WHEREOF, the parties hereto affix their respective seals and cause this Agreement to be signed by their duly authorized representatives.

SIGNATURE PAGES TO FOLLOW

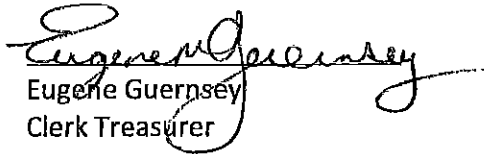
**Approved by the
Town of Merrillville Town Council**

PASSED AND ADOPTED by the Common Council of the Town of Merrillville, Lake County,
Indiana, on the 22ND day of NOVEMBER, 2016.



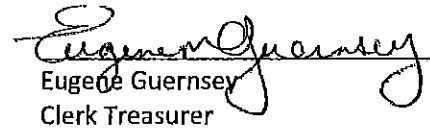
Richard Hardaway, President

ATTEST:



Eugene Guernsey
Clerk Treasurer

Presented by me to the President of the Town of Merrillville, Lake County, Indiana,
this 22ND day of NOVEMBER, 2016.



Eugene Guernsey
Clerk Treasurer


Approved by me, the President of the Town of Merrillville, Lake County, Indiana, this
22ND day of NOVEMBER, 2016.



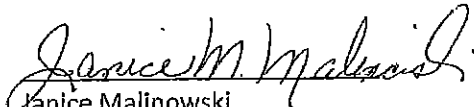
Richard Hardaway, President

Approved by the
Town of Schererville Town Council

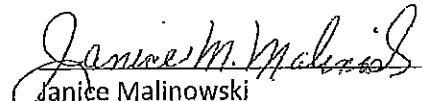
PASSED AND ADOPTED by the Common Council of the Town of Schererville, Lake County,
Indiana, on the 14 day of December, 2016.


Michael Troxell, President

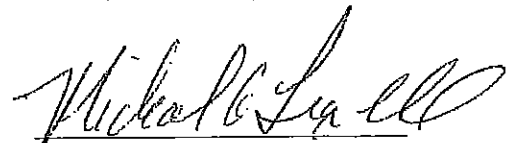
ATTEST:


Janice Malinowski
Clerk Treasurer

Presented by me to the President of the Town of Schererville, Lake County, Indiana,
this 14 day of December, 2016.

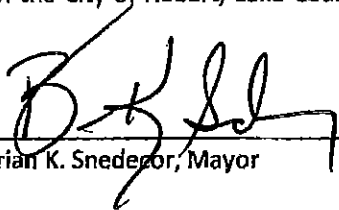

Janice Malinowski
Clerk Treasurer

Approved by me, the President of the Town of Schererville, Lake County, Indiana
this 14 day of December, 2016.


Michael Troxell, President

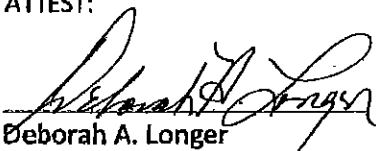
**Approved by the
City of Hobart**

PASSED AND ADOPTED by the Common Council of the City of Hobart, Lake County, Indiana, on
the 2nd day of November, 2016.



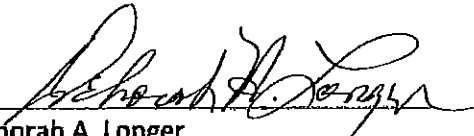
Brian K. Snedecor, Mayor

ATTEST:



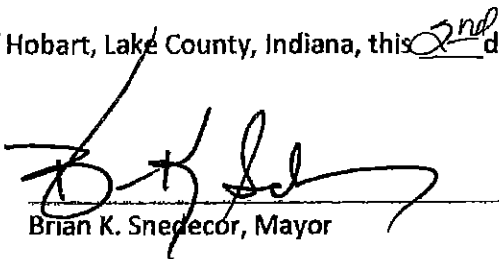
Deborah A. Longer
Clerk Treasurer

Presented by me to the Mayor of the City of Hobart, Lake County, Indiana, this 2nd day
of November, 2016.



Deborah A. Longer
Clerk Treasurer

Approved by me, the Mayor of the City of Hobart, Lake County, Indiana, this 2nd day of
November, 2016.



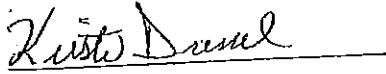
Brian K. Snedecor, Mayor

Approved by the
City of Crown Point


PASSED AND ADOPTED by the Common Council of the City of Crown Point, Lake County,
Indiana, on the 19 day of Dec., 2016.


David Uran, Mayor

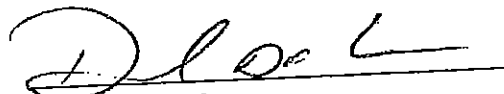
ATTEST:


Kristie Dressel
Clerk Treasurer

Presented by me to the Mayor of the City of Crown Point, Lake County, Indiana, this
19 day of Dec., 2016.


Kristie Dressel
Clerk Treasurer

Approved by me, the Mayor of the City of Crown Point, Lake County, Indiana, this 19
day of Dec., 2016.


David Uran, Mayor

**Approved by the
Town of Dyer**

PASSED AND ADOPTED by the Common Council of the Town of Dyer, Lake County, Indiana, on
the 13th day of October, 2016.

Mary Tanis
Mary Tanis, President

ATTEST:

Patricia Hawrot
Pat Hawrot
Clerk-Treasurer

Presented by me to the President of the Town of Dyer, Lake County, Indiana, this 13th
day of October, 2016.

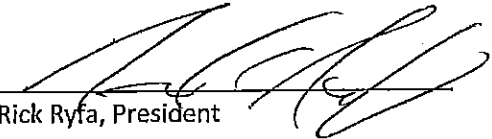
Patricia Hawrot
Pat Hawrot
Clerk-Treasurer

Approved by me, the President of the Town of Dyer, Lake County, Indiana, this 13th
day of October, 2016.


Mary Tanis
Mary Tanis, President

**Approved by the
Town of Griffith**

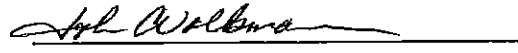
PASSED AND ADOPTED by the Common Council of the Town of Griffith, Lake County, Indiana,
on the 17th day of JANUARY, 2016. ^{JW} 2017


Rick Ryfa, President

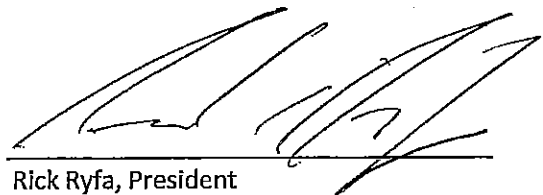
ATTEST:


John Volkmann
Clerk-Treasurer

Presented by me to the President of the Town of Griffith, Lake County, Indiana, this 17th day
of JANUARY, 2016. ^{JW} 2017


John Volkmann
Clerk-Treasurer

Approved by me, the President of the Town of Griffith, Lake County, Indiana, this 17th day of
JANUARY, 2016. ^{JW} 2017


Rick Ryfa, President

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION ONE: That the Town Council of the Town of St. John, Lake County, Indiana, shall take all appropriate and legal measures to enter into a Joint Interlocal Cooperation Agreement with the Towns of Merrillville, Dyer, Griffith, and Schererville, as well as the Cities of Hobart and Crown Point, each in Lake County, Indiana, for design, installation and operation of an **EVP SYSTEM REGIONAL PROJECT**, for the mutual benefit of the participating units of local government which are parties to the Agreement.

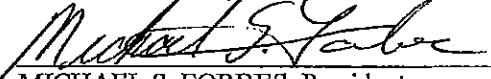
SECTION TWO: That the President of the Town Council is hereby authorized and permitted to enter into a Joint Interlocal Cooperation Agreement on behalf of the Town for the purpose of participation in the **EVP SYSTEM REGIONAL PROJECT** by the Town of St. John at shared costs for the **EVP SYSTEM REGIONAL PROJECT** for the mutual benefit of the Town of St. John and the other participating units of local government, namely, the Towns of Merrillville, Dyer, Griffith and Schererville, as well as the Cities of Hobart and Crown Point, each in Lake County, Indiana, pursuant to the applicable provisions I.C. § 36-7-1 et seq., as same is amended from time to time; further, the Town Clerk-Treasurer is hereby authorized to attest the execution of said Agreement by the President of the Town Council.

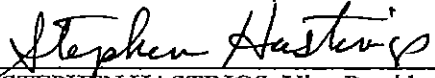
SECTION THREE: That a copy of the proposed **EVP SYSTEM REGIONAL PROJECT** Joint Interlocal Cooperation Agreement between the Town of St. John and the other participating units of local government hereto shall be attached to this Resolution, and is incorporated herein by reference.

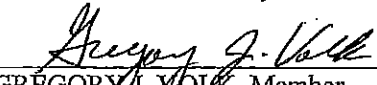
SECTION FOUR: That this Resolution shall take effect, and be in full force and effect, from and after its passage and approval by the Town Council of the Town of St. John, Lake County, Indiana, in conformance with applicable law.

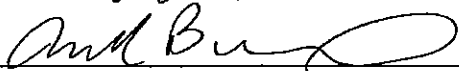
ALL OF WHICH IS PASSED AND RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, THIS 23 DAY OF February, 2017.

TOWN COUNCIL, TOWN OF ST. JOHN,
LAKE COUNTY, INDIANA



MICHAEL S. FORBES, President


STEPHEN HASTINGS, Vice-President


GREGORY J. VOLK, Member


MARK BARENIE, Member

ATTEST:


BETH R. HERNANDEZ
Clerk-Treasurer

CHRISTIAN J. JORGENSEN, Member

SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement made and entered into this 21 day of February, 2017 (Effective Date) by and between the Town of Crown Merrillville, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Robinson Engineering, Ltd ("the CONSULTANT"), an individual residing in the State of Indiana, a corporation/limited liability company organized under the laws of the State of Indiana].

Des No. 1592420

Project Description: This multi-agency emergency vehicle pre-emption project consists of the addition of GPS based EVP equipment of 75 (**Revised to 161**) existing traffic signal locations in nine (9) different communities. The project is located in the Towns of Merrillville, Schererville, (**Lake Hills through Town of Schererville**), **Dyer, Griffith, St. John** and the Cities of Crown Point and Hobart, (**Lake Station and New Chicago through City of Hobart**) in Lake County, Indiana

WHEREAS, THE Owner and the Consultant did enter into an Agreement, dated March, 2016, to provide professional engineering services for the project described above and,

WHEREAS, the OWNER requested that the CONSULTLANT increase the number of location in which to add EVP equipment in April 2016

WHEREAS, the CONSULTANT is prepared to perform the services required in said work and they agree to perform such services under the terms and conditions herein set forth, and,

WHEREAS, in order to provide for the completion of the work as modified, it is necessary to amend and supplement the original Agreement,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. On Page 18, Appendix A OF THE ORIGINAL Agreement, under item 1 (TOPOGRAPHIC SURVEY) Revise the following language in bold below:
 - a. This work, when required, will consist of picking up a topographic survey information that is required to supplement existing traffic signal base sheets provided by INDOT or the LPA in order to provide enough detail to prepare EVP plans sheets. If base sheets are not available for the existing intersection in which EVP is to be installed, we will send out field crews to pick up the information required. This information will be processed and prepared according to INDOT guidelines. **Our estimate of work includes 56 intersections does not have existing base plans and field topography is required, (16) of the intersections will need a pickup survey completed and the remaining 80 intersections will have plans provided by INDOT can be used for base sheets.**
2. On Page 19, Appendix A OF THE ORIGINAL Agreement, under item 3 (CONTRACT PLAN PREPARATION) Revise the following language in bold below:

Contract plans and specification will be prepared for **161** intersections, See Exhibit B(Revised), according to INDOT guidelines. The plans will consist of providing base plans that show at a minimum the existing geometry and traffic signal. On these base sheets the work to install EVP equipment conditions will be shown. Also any required construction details, pay items lists, contract quantities and estimate of costs will be prepared using INDOT's CES

3. On Page 19, Appendix A OF THE ORIGINAL Agreement, under item 5 (COORDINATION WITH LOCAL PUBLIC AGENCYS AND ADDITONAL AGENCIES) Revise the following language in bold below:

The CONSULTANT will coordinate with the LOCAL PUBLIC AGENCY and the City of Crown Point and the City of Hobart **(and Lake Station and New Chicago through the City of Hobart)** and the Town of Schererville **(and Lake Hills through the Town of Schererville)** and the Town of Dyer and the Town of Griffith and the Town of St. John which are involved in this project.

4. On page 1, APPENDIX "D" OF THE ORIGINAL Agreement, under Item 1, the lump sum amount is increased by **\$246,308 to \$475,768.00.**
5. Except as herein modified, changed and supplemented, all terms of the original Agreement, Dated March 2016 shall continue in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1 the day and year first above mentioned.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Supplemental Agreement. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT



Signature

Christopher J. King, P.E. President
(Print or type name and title)

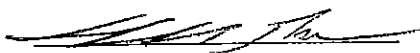
LOCAL PUBLIC AGENCY


Signature

SHAWN MICHAEL PETTIT
(Print or type name and title)


Signature

Attest:


Signature

Ronald J Wiedeman, P.E Senior Manager
(Print or type name and title)



Ronald J Wiedeman
Direct Line: 708-225-8218
Email: rwiedeman@reitd.com

October 6, 2016
Project 16-R0256

Bruce Spires
Town Manager
7820 Broadway
Merrillville, IN 46410

RE: Des No 1592420
Emergency Vehicle Preemption
Supplement No. 1

Dear Mr. Spires:

Robinson Engineering, LTD. is requesting, at this time, that the Town of Merrillville consider approving Supplement No. 1 for the above subject project. The supplement being requested is for work not included in the original agreement between Robinson Engineering, LTD. and the Town of Merrillville for the Regional EVP project executed on March 2016. The additional work is due to the added intersections in the Town of Schererville, City of Crown Point and the City of Hobart and the added communities of the Town of Dyer, Town of Griffith, Town of St. John, Lake Station and New Chicago to be funded by the City of Hobart and Lake Hills to be funded by Schererville with a total of 152 intersections to the regional project.

Therefore, we are respectfully requesting that the Town approve Supplement No 1 in the amount of \$475,768.00.

If you are in agreement with this request, please execute the attached supplement agreements for this contract. Please retain one original for your records and return the other original to my office.

Should you have any questions or require any further information, please feel free to contact me.

Very truly yours,

ROBINSON ENGINEERING, LTD.

A handwritten signature in black ink, appearing to read "RWiedeman", is written over a horizontal line.

Ronald J Wiedeman, PE
SR., Project Manager
RW/rjc