

Resolution 2021-19

A RESOLUTION OF PENN TOWNSHIP, ST. JOSEPH COUNTY, INDIANA AUTHORIZING THE INTERLOCAL AGREEMENT RELATED TO THE CONSTRUCTION OF THE PENN TOWNSHIP FIRE STATION NO. 13 PROJECT WITH THE ST. JOSEPH COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Board of Penn Civil Township, St. Joseph County, Indiana met at a duly called and authorized meeting of the Board of Penn Township on the date set forth below, such meeting having been called pursuant to a published notice posted at the Penn Township Trustee's Office more than forty-eight (48) hours in advance of the meeting and which notice stated the time, place and purpose of the meeting and which was received by all Penn Township Board Members; and

WHEREAS, the following resolution was made, seconded and adopted by those present at the meeting; and

WHEREAS, in its **Resolution R-30-C-2021**, the St. Joseph County Board of Commissioners (the "Commissioners") have previously agreed to assist Penn Township with costs related to the construction of a new entrance roadway for the Penn Fire Station No. 13 and associated prep work; and

WHEREAS, Penn Township has recently requested that the Commissioners provide additional funds to assist with costs related to the construction of Penn Fire Station No. 13, associated facilities, design, and site prep work (the "Project"); and

WHEREAS, the Commissioners would provide funding for certain improvements related to the Project, including but not limited to design work, construction costs and materials associated with Penn Fire Station No. 13 and associated facilities as well as earthwork, site utilities, inspections, and other associated costs; and

WHEREAS, the Commissioners and Penn Township have negotiated an Interlocal Agreement regarding the Project, attached hereto as Exhibit "A"; and

WHEREAS, that pursuant to Indiana Code 36-1-7-1 et seq. the Board of Penn Township is authorized to enter into interlocal agreements and it would be beneficial to the residents of Penn Township and neighboring municipalities to enter into an Interlocal Agreement Related to the Construction of the Penn Township Fire Station No. 13 Project; and

WHEREAS, Penn Township wishes to enter into the Interlocal Agreement Related to the Construction of the Penn Township Fire Station No. 13 Project;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Penn Township approves the Interlocal Agreement Related to the Construction of the Penn Township Fire Station No. 13 Project attached hereto as Exhibit "A" and authorizes the Penn Township Trustee to execute the

Interlocal Agreement Related to the Construction of the Penn Township Fire Station No. 13 Project, on behalf of Penn Township and to act on its behalf as set forth in the terms therein and accepts funding in the amount of **\$415,000.00**.

ADOPTED this 13th day of December, 2021 at the hour of 5:30pm.

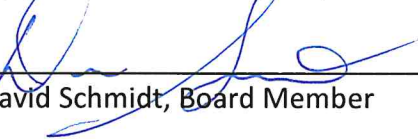
PENN TOWNSHIP, ST. JOSEPH COUNTY



Kent Hizer, Board President



Lacy Hahn, Board Secretary



David Schmidt, Board Member

Attest: 

Doris J. Portolese, Trustee

Exhibit A: Interlocal Agreement Related to the Construction of the Penn Township Fire Station No. 13 Project

**INTERLOCAL AGREEMENT RELATED TO THE CONSTRUCTION OF THE PENN
TOWNSHIP FIRE STATION NO. 13 PROJECT**

This Agreement is made and entered into this _____ day of _____, by and between **PENN TOWNSHIP, ST. JOSEPH COUNTY, INDIANA** (hereinafter referred to as the “Township”) and the **BOARD OF COMMISSIONERS OF THE COUNTY OF ST. JOSEPH, INDIANA** (hereinafter referred to as the “County”).

RECITALS

WHEREAS, the County has been in continuous discussions with the Township to assist with costs related to the construction of the new Penn Township Fire Station No.13 (the “Fire Station”), associated facilities, design, and site prep work (the “Project”) that the Township is building; and

WHEREAS, the County has previously provided the Township with a payment of \$500,000.00 (the “First County Payment”) to assist with the construction of a new entrance roadway for the Fire Station and associated site prep work; and

WHEREAS, the Township has recently requested that the County provide additional funds for the Project; and

WHEREAS, the County desires to continue to assist with the Project; and

WHEREAS, the County would like to provide additional funding to pay for various improvements as outlined herein below; and

WHEREAS, the Township and the County hereby enter into this Agreement to identify the duties and responsibilities of each party regarding the Project.

NOW, THEREFORE, in consideration of the following terms, conditions, and commitments, the parties agree as follows:

1. **Purpose of Agreement**: The purpose of this Agreement is to outline the obligations and responsibilities of each of the parties regarding the Project.
2. **The Project**: The Project involves the construction of the Penn Township Fire Station No. 13, associated facilities, related design work, and site preparation.
3. **Responsibility of the County**: The County shall be responsible for providing additional funding for certain improvements related to the Project including but not limited to design work, construction costs and materials associated with the Fire Station and associated facilities as well as earthwork, site utilities, inspections, and other associated costs (the “Improvements”). The County’s monetary contribution to the Project shall not exceed \$415,000.00 (the “Second County Payment”). The parties recognize and agree that the Project cost exceeds the Second County Payment, and the Township agrees to pay and be responsible for any and all other costs and expenses associated with the Project.

4. **Township Responsibilities:** The Township shall be responsible for all aspects of the design, monitoring, construction, and maintenance of the Project. The parties recognize and agree that the only contribution by the County regarding the Project is the Second County Payment as outlined in Paragraph 3.

5. **Term:** This Agreement shall be effective upon signing and shall continue until the completion of the Project or until such time as either party provides at least sixty (60) days written notice of termination of this Agreement.

6. **Limitations of Liability:** The Township agrees to defend, indemnify, and hold harmless the County and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from the Township's performance of this Agreement, the Project, and the Improvements, including any and all judgments therefore, and for all expenses in defending or appealing any such claims or judgments, including without limitation court costs, attorney's fees, and other expenses. The provisions of this Paragraph shall survive the termination of this Agreement.

7. **Supplemental Documents:** The Township and the County agree to execute any and all additional documents and take any and all reasonable and necessary steps to accomplish the purpose and provisions of this Agreement.

8. **Non-Discrimination:** Pursuant to Indiana Code 22-9-1-10, neither the Township nor the County, nor any of their contractors or subcontractors, shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, ancestry, or veteran status. A breach of this covenant may be regarded as a material breach of this Agreement.

9. **Miscellaneous:**

- a. **Entire Agreement and Amendment.** This Agreement constitutes the entire Agreement between the parties and may only be amended by the mutual written consent of the parties.
- b. **No Other Agreement.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.
- c. **Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to the end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

- d. Indiana Law and Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Indiana. Any dispute relating to or arising out of this Agreement shall be brought and maintained exclusively in the Circuit or Superior Courts located in St. Joseph County, Indiana. The parties hereto expressly consent to the sole and exclusive jurisdiction and venue of these courts.
- e. Notice. Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail, certified mail, return receipt requested, with proper postage affixed thereto, and which notices shall be effective three (3) days after date of mailing:

Township: Penn Township, St. Joseph County, Indiana
210 East Russ Avenue
Mishawaka, Indiana 46544

With copies to:

HALPIN SLAUGH
521 WEST COLFAX AVENUE
SOUTH BEND, IN 46601
ATTN: ANDREA HALPIN

County: St. Joseph County Board of Commissioners
227 W. Jefferson Blvd.
County-Township Building Room 722
South Bend, Indiana 46601

With copies to:

Jamie Woods, County Attorney
420 Lincolnway West
Mishawaka, Indiana 46544

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

- f. Binding Effect: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, understandings, and agreements among them relative to the subject matter of this Agreement and cannot be altered, amended, or

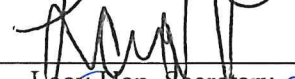
terminated without the written agreement of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, no assignment of this Agreement shall be permitted without the express written consent of the Parties.


- g. Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.


IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorization as of the date first above written.

**PENN TOWNSHIP, ST. JOSEPH
COUNTY, INDIANA**


By: 
Kent Hizer, President

By: 
Lacy Han, Secretary

By: 
David Schmidt, Member

Attest: 
Doris J. Portolese, Trustee

**ST. JOSEPH COUNTY, INDIANA
BOARD OF COMMISSIONERS**

By: 
Andrew T. Kostielney, President

By: 
Deborah A. Fleming, DMD, Vice President

By: 
Derek D. Dieter, Member

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF ST. JOSEPH

Before me, the undersigned Notary Public in and for said Township personally appeared Kent Hizer, President; Lacy Han, Secretary; and David Schmidt, Member, of Penn Township, St. Joseph County, Indiana, and acknowledged the execution of the foregoing agreement on this 14th day of December, 2021.

Witness my hand and seal the said last named date.

My Commission Expires:

8-27-2025

Phyllis L. McVicker

Notary Public

County of Residence:

St Joseph

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF ST. JOSEPH

Before me, the undersigned Notary Public in and for said County personally appeared Andrew T. Kostielney, President; Deborah A. Fleming, DMD, Vice President; and Derek Dieter, Member, of the Board of Commissioners of St. Joseph County, Indiana, and acknowledged the execution of the foregoing agreement on this 16th day of November, 2021.

Witness my hand and seal the said last named date.

My Commission Expires:

5-21-23

[Signature]

Notary Public

County of Residence:

St - Joseph



RESOLUTION NO. R-30-C-2021

**A RESOLUTION OF THE ST. JOSEPH COUNTY BOARD OF COMMISSIONERS
AUTHORIZING INTERLOCAL AGREEMENT RELATED TO THE CONSTRUCTION
OF THE PENN TOWNSHIP FIRE STATION NO. 13 PROJECT**

WHEREAS, the St. Joseph County Board of Commissioners (the "Commissioners") have previously agreed to assist Penn Township, St. Joseph County, Indiana ("Penn Township") with costs related to the construction of a new entrance roadway for the Penn Township Fire Station No.13 (the "Fire Station") and associated site prep work; and

WHEREAS, the Township has recently requested that the Commissioners provide additional funds to assist with costs related to the construction of the Fire Station, associated facilities, design, and site prep work (the "Project"); and

WHEREAS, the Commissioners desire to continue to assist with the Project; and

WHEREAS, the Commissioners would provide funding for certain improvements related to the Project including but not limited to design work, construction costs and materials associated with the Fire Station and associated facilities as well as earthwork, site utilities, inspections, and other associated costs (the "Improvements"); and

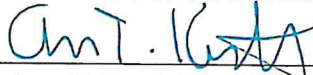
WHEREAS, the Commissioners and Penn Township have negotiated an Interlocal Agreement (the "Agreement") regarding the Project; and

WHEREAS, the Commissioners and Penn Township wish to enter into the Agreement.

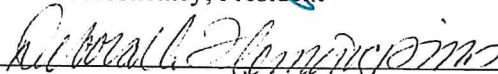
NOW THEREFORE BE IT RESOLVED, that the St. Joseph County Board of Commissioners hereby approves the Agreement.

ADOPTED THE 16th DAY OF NOV. 2021

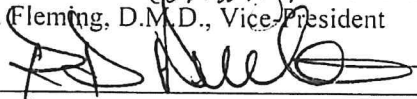
THE ST. JOSEPH COUNTY BOARD OF COMMISSIONERS



Andrew T. Kostielney, President



Deborah A. Fleming, D.M.D., Vice-President



Derek Dieter, Member

ATTEST:

A handwritten signature in black ink, appearing to read "Michael J. Hamann", written over a horizontal line.

Michael J. Hamann
St. Joseph County Auditor