SPONSOR: Dave Woerpel, 5th District Councilman

RESOLUTION No. 618 26R-18

A RESOLUTION AUTHORIZING THE CITY OF HAMMOND TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION FOR INTERIM DISASTER RECOVERY FUNDS FOR EMERGENCY VEGETATION DEBRIS REMOVAL AND DISPOSAL. SUBJECT TO FEDERAL AND STATE COST-SHARE REIMBURSEMENT

WHEREAS, the City of Hammond, Indiana, a municipal corporation ("CITY"), is a governmental entity and a body corporate and politic organized pursuant to I.C. 36-1-7-1, *et seq.;* and

WHEREAS, the Little Calumet River Basin Development Commission ("LCRBDC") is a public body corporate and politic created under the authority, and for the uses and purposes, as set out in I.C. 14-13-2, *et seq.;* and

WHEREAS, on August 11, 2026, Lake County, Indiana communities in the watershed suffered a derecho, or a long-lived, straight-line wind storm associated with a fast-moving complex of severe thunderstorms, which included an EF-1 tornado through Munster and an EF-2 tornado through St. John into western Crown Point; and

WHEREAS, on August 13, 2026, Indiana Governor Mike Braun declared a state of emergency and on August 15, 2026, President Donald Trump issued a Federal Emergency Declaration (HQ-26-112) for the state of Indiana due to the emergency conditions resulting from severe storms, straight-line winds, tornadoes, and flooding beginning on August 11, 2026, and continuing; and

WHEREAS, as a result of the Federal Emergency Declaration, the Federal Emergency Management Agency ("FEMA") is authorized to identify, mobilize and provide, at its discretion, the personnel, equipment, and resources necessary to address the impacts of the emergency, including eligible emergency protective measures provided through direct federal assistance at a federal cost share of 75% (EM-3651-IN); and

WHEREAS, at its duly noticed public meeting held on August 19, 2026, and with a quorum present, the LCRBDC allocated Four Million Dollars and 00/1OOths ($4,000,000.00) to assist eligible Lake County communities within the watershed with the removal and disposal of vegetative debris, with the express intent that (l) LCRBDC funds serve as interim, supplemental, or matching assistance to support emergency debris removal and disposal efforts pending the availability of

federal, state, or other disaster recovery funding sources, and (ii) recipient communities pursue all available reimbursement and cost-share opportunities and reimburse the LCRBDC from any such funds received for costs funded by the LCRBDC; and the LCRBDC further authorized its Executive Director to negotiate, execute, and administer Intergovernmental Agreements between the LCRBDC and participating Lake County communities within the watershed, and any other contracts, agreements, or other documents necessary or appropriate to carry out the LCRBDC's purposes; and

WHEREAS, the LCRBDC and the CITY desire to mutually utilize contractors, equipment, supplies and other available resources for the benefit of Lake County citizens to provide emergency disaster vegetative debris removal and disposal for the area within the watershed in the CITY (the "Project"); and

WHEREAS, the LCRBDC and the CITY desire to enter into an Intergovernmental Agreement to memorialize the terms and conditions of such assistance and cooperation.

NOW THEREFORE, BE IT RESOLVED by the City of Hammond ("CITY") as follows:

(1) The foregoing recitals are hereby incorporated into this Resolution and made a part hereof as if fully set forth herein.

(2) The CITY does hereby desire to participate in the cost-sharing of the Project which inures to the benefit and missions of the LCRBDC and the citizens of the CITY.

(3) The CITY does hereby accept the sum not to exceed Two Hundred Eighty-Five Thousand and 00/100 Dollars ($285,000.00) from the LCRBDC to be applied to the cost of the Project and to be paid to the CITY upon proper invoicing.

(4) The funds from the LCRBDC shall serve as interim, supplemental, and/or matching funds pending the availability of federal, state, or other disaster assistance.

(5) As a condition of receiving LCRBDC funding, the CITY shall:

(a) comply with all applicable federal, state, and local requirements relating to disaster assistance, reimbursement, grants, and cost-share programs; and

(b) timely apply for and diligently pursue all available federal, state, and other disaster recovery funding sources for which the Project is eligible; and

(c) reimburse the LCRBDC from any federal, state, or other disaster recovery funds, grants, reimbursements, cost-share payments, or similar assistance received by the CITY in an amount equal to or exceeding the LCRBDC's funding amount and shall not depend upon the funds being specifically allocated, awarded, or traced to the debris removal activities funded by the LCRBDC, all as more particularly set forth in the applicable Intergovernmental Agreement.

(6) The Project shall be administered through the CITY.

(7) The LCRBDC and the CITY shall approve the Agreement by adoption of substantially identical resolutions by each entity.

BE IT FURTHER RESOLVED that this Resolution is effective on the date signed.

ADOPTED at a meeting of the Common Council of the City of Hammond, Indiana, held on 28th the day of September, 2026.

CITY OF HAMMOND, INDIANA, BY ITS COMMON COUNCIL

Janet Venecz, President

ATTEST:

Robert J. Golec, City Clerk
City of Hammond, Indiana

PRESENTED BY ME, the undersigned City Clerk of the City of Hammond, Indiana, to the Mayor, for approval and signature, this 29th day of September, 2026.

Robert J. Golec, City Clerk
City of Hammond, Indiana

The foregoing Resolution No. R18 consisting of two (2) typewritten pages, including this page, was APPROVED AND SIGNED BY ME, the undersigned Mayor of the City of Hammond, Indiana, this 5th day of October, 2026.

Thomas M. McDermott, Jr., Mayor
City of Hammond, Indiana

PASSED by the Common Council on the 28th day of September, 2025 and Approved by the Mayor on the 5th day of October, 2026.

Robert J. Golec, City Clerk,
Hammond, Indiana

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF HAMMOND AND THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION FOR INTERIM DISASTER RECOVERY FUNDS FOR EMERGENCY VEGETATION DEBRIS REMOVAL AND DISPOSAL, SUBJECT TO FEDERAL AND STATE COST-SHARE REIMBURSEMENT

This Agreement is made and entered into this ____ day of _____ 2026, by and between the **LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION** and the **CITY OF HAMMOND, INDIANA.**

WHEREAS, the Little Calumet River Basin Development Commission ("LCRBDC") is a public body corporate and politic created under the authority, and for the uses and purposes, as set out in I.C. 14-13-2, et seq.; and

WHEREAS, the City of Hammond, Indiana, a municipal corporation ("CITY"), is a governmental entity and a body corporate and politic organized pursuant to I.C. 36-7-14, *et seq.*; and

WHEREAS, I.C. 36-1-7, *et seq.,* permits governmental entities to exercise their lawful powers jointly with other governmental entities, or on behalf of other governmental entities, as evidenced by adoption of substantially identical resolutions by each entity, and authorizes governmental entities to mutually utilize vendors, contractors, equipment, supplies and other services for the mutual benefit of each other; and

WHEREAS, on August 11, 2026, Lake County, Indiana communities in the watershed suffered a derecho, or a long-lived, straight-line wind storm associated with a fast-moving complex of severe thunderstorms, which included an EF-1 tornado through Munster and an EF-2 tornado through St. John into western Crown Point; and

WHEREAS, on August 13, 2026, Indiana Governor Mike Braun declared a state of emergency in response to the widespread damage in northwest Indiana caused by the severe storms, tornados, and derecho, and deployed the Indiana National Guard to help Lake County communities clear tree debris; and

WHEREAS, on August 15, 2026, President Donald Trump issued a Federal Emergency Declaration (HQ-26-112) for the state of Indiana due to the emergency conditions resulting from severe storms, straight-line winds, tornadoes, and flooding beginning on August 11, 2026, and continuing; the President's action authorizes the Federal Emergency Management Agency ("FEMA") to coordinate all federal disaster relief efforts to alleviate the hardship and suffering caused by the emergency, and to provide appropriate assistance; and

WHEREAS, the Federal Emergency Declaration authorizes FEMA to identify, mobilize and provide, at its discretion, the personnel, equipment, and resources necessary to address the impacts of the emergency, including eligible emergency protective measures provided through direct federal assistance at a federal cost share of 75% (EM-3651-IN); and

Whereas, at its duly noticed public meeting held on August 19, 2026, and with a quorum present, the LCRBDC approved the allocation of Four Million Dollars ($4,000,000.00) for the purpose of assisting communities within the watershed with emergency disaster debris removal and disposal, and authorized its Executive Director to execute the agreements and other documents necessary to carry out such funding assistance with the affected communities; and

WHEREAS, the LCRBDC and the CITY desire to enter into this Intergovernmental Cooperation Agreement ("Agreement") for the purposes of cooperating with one another for the mutual benefit of the citizens of Lake County, Indiana; and consistent with I.C. 36-1-7-1, *et seq.*, to provide for emergency disaster debris removal and disposal within the watershed ("Project");

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the LCRBDC and the CITY hereby agree as follows, to-wit:

SECTION 1. PURPOSE. The purpose of this Agreement is to authorize and allow for payment and management of emergency disaster debris removal and disposal within the watershed in the CITY ("Project").

SECTION 2. PROJECT NAME. The Project shall be known as THE CITY OF HAMMOND - EMERGENCY DISASTER DEBRIS REMOVAL.

SECTION 3. DURATION. The duration of this Agreement shall be for ninety (90) days commencing on the date of execution of this Agreement and may be extended in thirty (30) day increments or by mutual written agreement, provided said Agreement is adopted by Resolution by each of the political subdivisions entering into this Agreement, and evidenced by the passage of similar Resolutions.

SECTION 4. ADMINISTRATION.

(A) This Project shall be administered by the CITY, which shall be responsible for the ultimate manner of staffing, managing and maintaining a budget for the Project, with minimal oversight by the LCRBDC. The CITY shall have the duty and responsibility to coordinate all contracts, invoices, and related updates regarding the Project. The CITY shall perform all customary and usual duties and responsibilities associated with the CITY and required by law as it relates to the Project.

(B) EMERGENCY DECLARATION. For purposes of I.C. 5-16-1-1.6 and I.C. 36-1-12-9, the State and Federal Emergency Declarations authorize the LCRBDC and the CITY to contract for emergency disaster debris removal and disposal without advertising for bids.

(C) The CITY and the LCRBDC shall execute this Agreement and provide an executed copy of this Agreement and its approving Resolution to the other party.

SECTION 5. FINANCING.

(A) The Project shall be funded in the following manner:

(1) LCRBDC COMMITMENT: The LCRBDC shall commit a sum not to exceed Two Hundred Eighty-Five Thousand and 00/100 Dollars ($285,000.00) toward the Project total to be paid by the LCRBDC to the CITY upon proper invoicing.

(2) CITY COMMITMENT: The CITY shall be responsible for all additional amounts payable for the Project that exceeds the commitment of the LCRBDC.

(B) PAYMENTS. The CITY shall be responsible for payment of all invoices and shall then pass to the LCRBDC evidence of payment and an invoice for their share as set forth

above with payment to be made by the LCRBDC to the CITY within forty-five (45) days of receipt of the written billing statement or payment request and all associated documentation from the CITY.

SECTION 6. FEDERAL COST-SHARE ASSISTANCE.

(A) FEDERAL REIMBURSEMENT AND REMITTANCE OBLIGATION. The CITY shall take all actions necessary to maximize and obtain federal disaster assistance available under the applicable Federal Emergency Declaration, including complying with all requirements imposed by FEMA or any other federal agency providing disaster-related assistance (collectively, the "Federal Reimbursing Agencies").

Notwithstanding any other provision of this Agreement, if the CITY receives any federal disaster assistance, reimbursement, grant proceeds, direct federal assistance credit, or other funding from a Federal Reimbursing Agency arising out of or related to the Federal Emergency Declaration in an amount equal to or greater than the total amount funded or advanced by the LCRBDC under this Agreement, the CITY shall remit to the LCRBDC an amount equal to seventy-five percent (75%) of the LCRBDC's funding provided under this Agreement. Such obligation shall apply regardless of whether the federal funds received by the CITY are attributable to debris removal, debris monitoring, personnel costs, equipment costs, administrative costs, emergency protective measures, or any other eligible disaster-related expense.

The parties acknowledge and agree that the reimbursement obligation set forth herein is triggered solely by the CITY's receipt of federal disaster assistance under the Federal Emergency Declaration in an amount equal to or exceeding the LCRBDC's funding amount and shall not depend upon the federal funds being specifically allocated, awarded, or traced to the debris removal activities funded by the LCRBDC.

The CITY shall remit the required reimbursement to the LCRBDC within thirty (30) days after receipt of the applicable federal funds and shall provide documentation reasonably sufficient to verify the amount and date of receipt. Failure to obtain reimbursement from a Federal Reimbursing Agency due to the CITY's noncompliance with applicable requirements shall not relieve the CITY of any payment obligations otherwise owed to the LCRBDC under this Agreement.

SECTION 7. STATE COST-SHARE ASSISTANCE.

(A) STATE REIMBURSEMENT AND REMITTANCE OBLIGATION. The CITY shall apply for and diligently pursue all state disaster assistance, grants, reimbursements, cost-share funding, or other financial assistance in the event that it becomes available from the Indiana Department of Homeland Security/Indiana Department of Emergency Management or any other State of Indiana agency (collectively, the "State Reimbursing Agencies") arising out of or related to the State or Federal Emergency Declarations. The CITY shall timely submit all applications, documentation, certifications, requests for payment, appeals, and other materials necessary to maximize such funding and shall comply with all requirements imposed by a State Reimbursing Agency.

If the CITY receives any state disaster assistance, reimbursement, grant proceeds, cost-share funding, or other financial assistance from a State Reimbursing Agency

arising out of or related to the State or Federal Emergency Declarations, and such assistance is intended to fund all or any portion of the non-federal share of eligible disaster-related costs, the CITY shall remit to the LCRBDC an amount equal to the lesser of: (a) twenty-five percent (25%) of the LCRBDC's funding provided under this Agreement; or (b) the remaining unreimbursed balance of the LCRBDC's funding after application of all amounts previously remitted to the LCRBDC pursuant to the federal reimbursement provisions of this Agreement.

The parties acknowledge and agree that the reimbursement obligation set forth herein shall apply regardless of whether the state funds received by the CITY are specifically allocated, awarded, or traceable to the debris removal activities funded by the LCRBDC and shall instead be triggered by the CITY's receipt of state disaster assistance arising out of or related to the State or Federal Emergency Declarations.

The CITY shall remit the required payment to the LCRBDC within thirty (30) days after receipt of the applicable state funds and shall provide documentation reasonably sufficient to verify the amount and date of receipt. The CITY's failure to apply for, pursue, obtain, or retain available state reimbursement due to the CITY's noncompliance with applicable requirements shall not relieve the CITY of its obligations under this Agreement.

The intent of this Section is that the LCRBDC shall be reimbursed up to one hundred percent (100%) of the funds advanced under this Agreement from any combination of federal and state disaster assistance received by the CITY arising out of or related to the State or Federal Emergency Declaration, with federal assistance applied first and state assistance applied to any remaining unreimbursed balance.

SECTION 8. INDEMNIFICATION. The CITY hereby agrees to indemnify and hold harmless the LCRBDC, its employees, representatives, agents, heirs, executors, successors and assigns from any and all actions, causes of action, claims, and demands for and by reason of the Project.

SECTION 9. TERMINATION. Upon satisfactory completion of the Project, payment by the LCRBDC of its required share, acceptance by the CITY, and reimbursement by the CITY to the LCRBDC, this Interlocal Cooperation Agreement shall be deemed at an end. All supplies or equipment purchased by the CITY to complete the Project shall remain the sole property of the CITY.

SECTION 10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

SECTION 11. RECORDING AND EFFECTIVE DATE. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder, and not later than sixty (60) days after it takes effect it must be filed with the State Board of Accounts for audit purposes, pursuant to I.C. 36-1-7-6.

SECTION 12. MODIFICATION. No modification of this Agreement shall be effective, in any respect, unless agreed to in writing and executed by the parties or their representatives and appended hereto.

CERTIFICATE OF APPROVAL BY THE ENTITIES:

Adopted and approved at Munster, Indiana, this _____ day of _____ 2026.

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

By: _____
Daniel C. Repay, Executive Director

Address: 9410 Calumet Ave., Ste. 404, Munster, IN 46321

ATTEST:

_____
Levon Whittaker, Commission Secretary

Adopted and approved at Hammond, Indiana, this _____ day of _____ 2026.

CITY OF HAMMOND, INDIANA, BY ITS COMMON COUNCIL

By: _____
Janet Venecz, President

Address: 5925 Calumet Avenue, Hammond, IN 46320

ATTEST:

_____
Robert J. Golec, City Clerk