

SPONSOR: Dave Woerpel, Councilman, 5<sup>th</sup> District

RESOLUTION No. 2023- 07

A RESOLUTION OF THE HAMMOND COMMON COUNCIL APPROVING AND ENTERING INTO A JOINT INTERLOCAL COOPERATION AGREEMENT WITH LAKE COUNTY, INDIANA REGARDING THE CONSTRUCTION OF A NEW FIRE STATION

**WHEREAS**, the City of Hammond ("Hammond") is a local unit of government, a municipal corporation and a second-class city incorporated under the laws of the State of Indiana and has jurisdiction and is the owner of certain property within the city boundaries on which a new Fire Station is being constructed; and

**WHEREAS**, Lake County ("County") is a local unit of government located in Lake County, Indiana governed by its Commissioners and its County Council as its legislative body and has jurisdiction over certain real property located within Lake County, Indiana, and;

**WHEREAS**, Hammond and County wish to enter into a Joint Interlocal Cooperation agreement under Indiana Code 36-1-7-1 et seq. for the construction of a new Fire Station within the city in which among other things the County will transfer \$2,100,000 towards the project, which will be managed by Hammond and is further detailed in the attached Joint Interlocal Cooperation Agreement; and

**WHEREAS**, the Joint Interlocal Cooperation Agreement benefits both residents of Hammond and Lake County and therefore meets the requirements of Indiana Code 36-1-7-1 et seq.; and

**NOW, THEREFORE, BE IT RESOLVED** by the Hammond Common Council, as follows:

1. That the Joint Interlocal Cooperation Agreement (attached hereto) by and between the City of Hammond and Lake County is hereby and in all respects approved;
2. This Resolution shall take effect immediately and remain in full force and

effect after its adoption by the Common Council and approval by the Mayor.

HAMMOND COMMON COUNCIL

By: Scott M Rakos  
Scott Rakos, President

ATTEST:

Robert J. Golec  
Robert J. Golec, City Clerk

PRESENTED BY ME, the undersigned City Clerk of the City of Hammond to the Mayor of said City for his approval on the 26th day of September, 2023.

Robert J. Golec  
Robert J. Golec, City Clerk

The foregoing Resolution No. R07, consisting of two (2) typewritten pages including this page, was approved by the Mayor on the 26<sup>th</sup> day of September, 2023.

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

Passed by the Common Council on the 25th day of September, 2023, and approved by the Mayor on the 26<sup>th</sup> day of September, 2023.

Robert J. Golec  
Robert J. Golec, City Clerk

**JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF  
HAMMOND, INDIANA AND LAKE COUNTY, INDIANA  
FOR CONSTRUCTION OF THE CITY'S NEW FIRE STATION LOCATED IN  
NORTH TOWNSHIP, LAKE COUNTY, INDIANA**

**THIS JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF HAMMOND, INDIANA AND LAKE COUNTY, INDIANA FOR CONSTRUCTION OF THE CITY'S NEW FIRE STATION LOCATED IN NORTH TOWNSHIP (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 CITY OF HAMMOND, Lake County, Indiana, a Municipal Corporation, by its MAYOR as its executive and its CITY COUNCIL as its fiscal body (hereinafter referred to as "HAMMOND"), 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, HAMMOND is a unit of local government located in Lake County, Indiana, with jurisdiction over real property located within the Municipal Corporate Boundaries of HAMMOND; 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, HAMMOND 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, HAMMOND 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, HAMMOND 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, for construction of the City's new fire station, hereafter referred to as the FIRE STATION PROJECT; and**

**WHEREAS, HAMMOND, and COUNTY have determined that entry into a joint interlocal cooperation agreement for the FIRE STATION PROJECT is a public improvement in the best interests of the residents of HAMMOND 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, HAMMOND 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 HAMMOND and COUNTY concerning the FIRE STATION PROJECT.

### **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 infrastructure improvements pertaining to the fire station project will improve public health and economic conditions which will benefit the citizens of Lake County, Indiana. *See attached Exhibit "A", Resolution No's. 2023-45 and 2023-40*

### **SECTION 5: PROJECT FUNDING.**

COUNTY agrees to pay to HAMMOND within thirty (30) days of HAMMOND commencing the Project, the amount of TWO MILLION ONE HUNDRED THOUSAND DOLLARS and NO CENTS (\$2,100,000.00) to help fund the Project. This contribution of COUNTY is solely for improvement costs HAMMOND will incur for the FIRE STATION PROJECT improvement.

### **SECTION 6: ADMINISTRATION AND AUTHORITY DELEGATION.**

A. This Agreement shall be administered as follows:

- 1) HAMMOND shall contract with a company to perform all duties associated with the FIRE STATION PROJECT. With the \$2,100,000.00 received from LAKE COUNTY, HAMMOND shall pay its contractors for performing work

associated with infrastructure improvements pertaining to the fire station project.

- B. The CONTROLLER OF THE CITY OF HAMMOND, LAKE COUNTY is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement.
- C. HAMMOND shall supervise all work performed by its contractor as part of the project and determine if the work meets reconstruction standards.
- D. HAMMOND shall contract with a company to perform the improvements and pay for all claims for supplies, materials, services or other expenses for the project.
- E. Because the COUNTY will have no supervisory responsibility for the work performed by the contractor employed by HAMMOND, project, will not be in privity of contract with any person or company contracted by HAMMOND to perform the work, and COUNTY'S only involvement during the improvements 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 HAMMOND shall hold the aforementioned unit, bodies, and persons harmless from any loss or damage to any party that may occur from the start of the reconstruction to the completion of the project.
- F. The project will be deemed completed when HAMMOND has accepted the work of their contractor and the COUNTY has certified to HAMMOND that it has been completed.

**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, HAMMOND 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 HAMMOND 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:

Mayor Thomas M. McDermott, Jr.  
Hammond City Hall  
5925 Calumet Ave.  
Hammond, In 46320

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

Councilman Charlie Brown  
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 HAMMOND 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 City of HAMMOND, Lake County, Indiana, a Municipal Corporation.
  - 2) The Mayor as the executive of the City of HAMMOND, Lake County, Indiana, a Municipal Corporation.
  - 3) The Lake County Council has the fiscal body of the County of Lake, Indiana.
  - 4) The Board of Commissioners as the county executive of the County of Lake, Indiana.

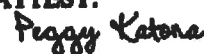
IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 19th day of July, 2023.

LAKE COUNTY, INDIANA  
BOARD OF COMMISSIONERS:


  
\_\_\_\_\_  
Kyle Allen, Sr., 1<sup>st</sup> District

\_\_\_\_\_  
Michael C. Repay, 3<sup>rd</sup> District

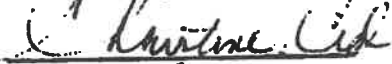
  
\_\_\_\_\_  
Jerry Tippy, 2<sup>nd</sup> District

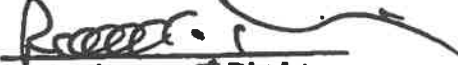
ATTEST:  
  
\_\_\_\_\_  
Peggy Katona, Auditor


LAKE COUNTY, INDIANA  
COUNTY COUNCIL:


  
\_\_\_\_\_  
David Hamm, 1<sup>st</sup> District

ABSENT  
\_\_\_\_\_  
Charlie Brown, 3<sup>rd</sup> District

  
\_\_\_\_\_  
Christine Cid, 5<sup>th</sup> District

  
\_\_\_\_\_  
Randy Niemeyer, 7<sup>th</sup> District

  
\_\_\_\_\_  
Clorius Lay, 2<sup>nd</sup> District

  
\_\_\_\_\_  
Pete Lindsmulder, 4<sup>th</sup> District

  
\_\_\_\_\_  
Ted Bileki, 6<sup>th</sup> District

Signed by Lake County Council on 8/8/2023




**IN WITNESS WHEREOF**, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 25<sup>th</sup> day of September, 2023.

**MAYOR CITY OF  
HAMMOND, INDIANA:**

  
Thomas M. McDermott, Jr., Mayor

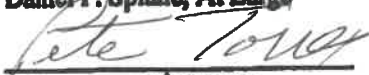
**ATTEST:**

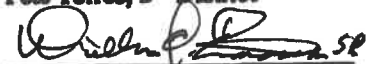
  
Robert J. Golec, Clerk

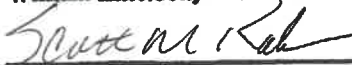
**HAMMOND, INDIANA  
CITY COUNCIL:**

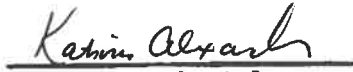
  
Janet Vencoz, At Large

  
Daniel P. Spitale, At Large


  
Pete Torres, 2<sup>nd</sup> District

  
William Emerson, 4<sup>th</sup> District

  
Scott Rakos, 6<sup>th</sup> District

  
Katrina Alexander, At Large

  
Mark Kalwinski, 1<sup>st</sup> District

  
Barry Tyler, 3<sup>rd</sup> District

  
David Woerpel, 5<sup>th</sup> District