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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2017-037**

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**A RESOLUTION AUTHORIZING EXECUTION OF  
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
VILLAGE OF POSEN, CITY OF BLUE ISLAND, AND VILLAGE OF  
MIDLOTHIAN FOR MULTI-JURISDICTIONAL GANG  
SUPPRESSION TACTICAL UNIT.**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

**DEXTER JOHNSON  
LETICIA VIEYRA  
NANCY RITA  
TOM HAWLEY  
BILL FAHRENWALD  
CANDACE CARR  
KENNETH PITTMAN**

**GEORGE POULOS  
FRED BILOTTO  
KEVIN DONAHUE  
ALECIA SLATTERY  
JAN OSTLING  
JAIRO FRAUSTO  
NANCY THOMPSON**

**Aldermen**

**RESOLUTION NO. 2017-037**

**A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF POSEN, CITY OF BLUE ISLAND, AND VILLAGE OF MIDLOTHIAN FOR MULTI-JURISDICTIONAL GANG SUPPRESSION TACTICAL UNIT**

WHEREAS, the Village of Posen, the City of Blue Island, and the Village of Midlothian, collectively the (“Parties”), desire to create a tactical unit to monitor and document gang members and any and all gang related activity;

WHEREAS, the Parties will work together for the purpose of gang suppression, which includes working together to located drugs, guns, graffiti, and identifying and documenting gang members;

WHEREAS, when an arrest is made in one of the member communities, the officer assigned to the unit from the particular community will be assigned as the arresting officer; and

WHEREAS, it is the City’s desire to enter into this IGA to provide for the responsibilities and obligation of the parties hereto;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

**SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED**

The terms and conditions as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved.

**SECTION 2: AUTHORIZATION OF AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENTS**

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers,

employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

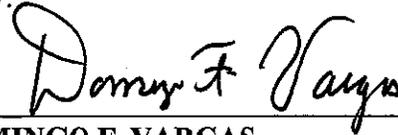
**SECTION 3: EFFECTIVE DATE**

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 12th day of September, 2017, pursuant to a roll call vote as follows:

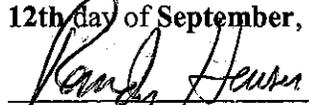
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley		X			
Alderman Poulos	X				
Alderman Vieyra			X		
Alderman Bilotto	X				
Alderman Rita	X				
Alderman Donahue	X				
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson	X				
Alderman Frausto	X				
Alderman Thompson	X				
Alderman Fahrenwald	X				
Mayor Vargas					
TOTAL	12	1	1		

APPROVED by the Mayor on September 12, 2017.



DOMINGO F. VARGAS  
MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this  
12th day of September, 2017.



RANDY HEUSER  
CITY CLERK

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF  
POSEN, CITY OF BLUE ISLAND, AND VILLAGE OF MIDLOTHIAN FOR MULTI-  
JURISDICTIONAL GANG SUPPRESSION TACTICAL UNIT**

This Intergovernmental Agreement ("IGA") is entered into by and between the Village of Posen ("Posen"), the City of Blue Island ("Blue Island"), and the Village of Midlothian ("Midlothian"), (collectively, the "Parties") in the exercise of their intergovernmental cooperation powers under the Illinois Constitution and the Illinois Governmental Cooperation Act and their respective authorities under the Municipal Code. The corporate authorities of all Parties have approved this Agreement and adopted it in the manner required by law.

WHEREAS, the *Constitution of the state of Illinois, 1970*, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance, and;

WHEREAS, 5/ ILCS 200/1, entitled the *Intergovernmental Cooperation Act*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and;

WHEREAS, the Parties desire to create a tactical unit to monitor and document gang members and any and all gang related activity including the possession and use of weapons, possession and sale of drugs, locating graffiti, and identifying and documenting gang members.

NOW, THEREFORE, in consideration of the promises, the mutual covenants, terms and conditions set forth in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**SECTION ONE: INCORPORATION OF RECITALS**

The foregoing recitals are incorporated into and made a part of this IGA by reference as is set forth fully herein.

**SECTION TWO: PARTIES' RESPONSIBILITIES**

The Parties agree as follows:

- A. The Parties will work together for the purpose of gang suppression. This includes working together to locate drugs, guns, graffiti, and identifying and documenting gang members.
- B. When an arrest is made in one of the member communities (Posen, Blue Island, and Midlothian), the officer assigned to the unit from that particular community will be assigned as the arresting officer.

### **SECTION THREE: INDEMNIFICATION**

The Parties covenant and agree to indemnify and hold harmless the other Parties and their officials, employees, agents, representatives, heirs successors and assigns, from and against any and all claims, losses, damages, causes of action, costs, expenses, attorney's fees and expenses, losses, and liabilities incurred or suffered directly or indirectly from or attributable to any claims

arising out of or incident to the performance or nonperformance of the IGA by the Parties, or any claims arising out of the acts or omissions of the officers, agents, or employees of the Parties.

### **SECTION FOUR: FINANCIAL**

The Parties agree that all property collected pursuant to this IGA shall be for work completed by the tactical unit and shall be shared in accordance with State and Federal Asset Forfeiture Laws.

### **SECTION FIVE: TERM OF AGREEMENT**

This IGA shall commence upon full execution of this IGA, and continue in full force and effect until terminated by any Party.

Any Party may terminate this IGA at any time by providing the other Parties with thirty (30) days prior written notice of such termination. In addition, the Parties may terminate this IGA by mutual consent and agreement.

### **SECTION SIX: AUTHORITY**

The Parties represent and warrant that they have the authority to enter into this IGA as evidenced by the attached approval by their City Council or Board of Trustees.

### **SECTION SEVEN: MISCELLANEOUS PROVISIONS**

This Agreement shall commence in full force and effect upon approval by all of the parties in the manner provided by law and upon proper execution hereof or the commencement date of this Agreement stated in Section Five, whichever is later.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties as if they were parties to this Agreement. However, no Party shall have the right to assign this Agreement without prior written consent of the other Parties.

The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and this Agreement shall remain in full force and effect.

The failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, and conditions contained herein, shall not constitute or be construed as a waiver or relinquishment of any Party's rights to enforce any such term, covenant or condition.

The waiver by any Party of a breach of any term, covenant or condition shall not be deemed a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein.

All notices required hereunder shall be in writing and shall be served personally or by registered or certified mail, with return receipt requested, upon the other Parties' President or Mayor at the other Parties' principal administrative offices. However, notices regarding minor adjustments may be made by telephone to the Police Chief.

This Agreement contains the entire agreement of the Parties and shall supersede any prior written or oral agreements or understandings. This Agreement may only be modified, altered or amended upon written consent and agreement of all of the Parties hereto by the corporate authorities and by a method of adoption required by law.

This Agreement shall be governed, interpreted and construed according to the laws of Illinois.

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

[INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS]

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF POSEN,  
CITY OF BLUE ISLAND, AND VILLAGE OF MIDLOTHIAN FOR MULTI-  
JURISDICTIONAL GANG SUPPRESSION TACTICAL UNIT

IN WITNESS WHEREOF, The Village of Posen, the City of Blue Island, and the Village of Midlothian have caused this IGA to be executed. The Parties hereby accept the foregoing Intergovernmental Agreement:

FOR THE VILLAGE OF POSEN:

F. B. Reese 12/6/17  
President Date  
te

Shawn McKelvey 9-12-17  
Clerk Da

FOR THE CITY OF BLUE ISLAND:

Dommy F. Vargo 9-12-17  
Mayor Date  
Date

Paul Hender  
Clerk

**FOR THE VILLAGE OF MIDLOTHIAN:**

*Benjamin* 10/11/17

President  
te

Date

*Alan M. Maslow* 10/11/17

Clerk

Da

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

**CERTIFICATION**

I, RANDY HEUSER, DO HEREBY CERTIFY that I am the duly elected City Clerk of the City of Blue Island, Illinois and as such City Clerk of the City of Blue Island, Illinois, I am the keeper of the minutes and records of the proceedings of the City Council of said City and have in my custody the Resolutions and books of the records of said City.

I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of that certain RESOLUTION: **A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF POSEN, CITY OF BLUE ISLAND, AND VILLAGE OF MIDLOTHIAN FOR MULTI-JURISDICTIONAL GANGE SUPPRESSION TACTICAL UNIT.**

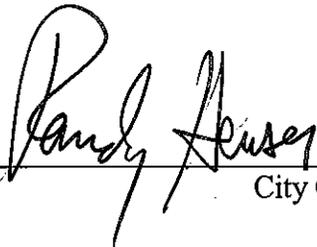
**RESOLUTION NO. 2017 – 037** Which was adopted at a regular meeting of the City Council of the City of Blue 13 Aldermen were present; that at said meeting, on motion duly made and seconded that said Resolution do pass and upon the roll being called the vote of each Alderman present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and his name and vote recorded in the minutes of the Proceedings of said City Council; that it appears from such recorded that 12 Aldermen voted Aye, 0 Aldermen Abstain, 1 Aldermen Absent and 1 Aldermen voted Nay.

I DO FURTHER CERTIFY that said Resolution was deposited in my Office on the 12<sup>th</sup> day of **September, 2017.**

I DO FURTHER CERTIFY that the original Resolution of which the foregoing is a true copy, is entrusted in my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of **September 12, 2017.**

CORPORATE SEAL

  
\_\_\_\_\_  
City Clerk