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

**RESOLUTION
NUMBER 2024 - 003**

**A RESOLUTION OF THE CITY OF BLUE ISLAND AUTHORIZING AN
INTERGOVERNMENTAL AGREEMENT FOR THE DISSOLUTION OF
THE SOUTHWEST HAZARDOUS MATERIALS SWAT TEAM**

**FRED BILOTTO, Mayor
REANN CANTELO-ZYLMAN, City Clerk
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON
LUIZ MONTOYA
NANCY RITA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL**

Alderman

RESOLUTION NO. 2024-003

**A RESOLUTION OF THE CITY OF BLUE ISLAND
AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR THE
DISSOLUTION OF THE SOUTHWEST HAZARDOUS MATERIALS RESPONSE TEAM**

WHEREAS, the City of Blue Island (the "City") is a Municipality duly organized under the laws of the State of Illinois; and

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, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., 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 including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the City is a member of the Mutual Aid Box Alarm System ("MABAS") Division 22; and

WHEREAS, the City is a member of the Southwest Hazardous Materials Response Team; and

WHEREAS, the Southwest Hazardous Materials Response Team was created by an intergovernmental agreement, to which the City is a signatory; and

WHEREAS, the City of Blue Island has determined that it desirable to dissolve the Southwest Hazardous Materials Response Team.

NOW, THEREFORE, BE IT RESOLVED by the City of Blue Island of the City of Blue Island as follows:

SECTION ONE: The recitals set forth above are true and correct and are incorporated herein by reference.

SECTION TWO: That the Agreement dissolving the Southwest Hazardous Materials Response Team is hereby approved. The Mayor and City Clerk are hereby authorized and directed to execute the Agreement, a copy of which is attached hereto as **Exhibit 1** and made a part hereof.

SECTION THREE: All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION FIVE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this 23 day of JANUARY, 2024, by a roll call vote as follows:

AYES: 6

NAYS: _____

ABSENT: 1



Mayor, City of Blue Island
City of Blue Island

ATTEST:



City Clerk, City of Blue Island
City of Blue Island

ADOPTED this 23rd day of JANUARY, 2024, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA	X				
Alderman MONTOYA	X				
Alderman MCGEE			X		
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	6		1		

APPROVED by the Mayor on JANUARY 23, 2024.

FRED BILOTTO
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
23rd day of JANUARY, 2024.

RAEANN CANTELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF COOK)

 ss.

CERTIFICATION

I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the 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 the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR THE DISSOLUTION OF THE SOUTHWEST HAZARDOUS MATERIALS SWAT TEAM.**

RESOLUTION NO. 2024-003 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **23rd of January, 2024**; that at said meeting **6** Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of **6** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **1** Alderman Absent.

I DO FURTHER CERTIFY that the original Resolution which the foregoing is a true copy, is entrusted to 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 Blue Island aforesaid, at the said City in the County and State aforesaid, this **23rd** day of **January, 2024**.

CORPORATE SEAL



City Clerk



Exhibit 1 –

**Intergovernmental Agreement Dissolving The
Southwest Hazardous Materials Response Team**

**INTERGOVERNMENTAL AGREEMENT TO DISSOLVE THE
SOUTHWEST HAZARDOUS MATERIALS RESPONSE TEAM**

THIS AGREEMENT, made this ____ day of _____, 2024, between the Village of Alsip, the City of Blue Island, the Village of Calumet Park, the Village of Crestwood, the Village of Merrionette Park, the Village of Midlothian, the Village of Posen, the Village of Robbins, the East Joliet Fire Protection District, the Frankfort Fire Protection District, the Homer Fire Protection District, the Lemont Fire Protection District, the Lockport Township Fire Protection District, the Manhattan Fire Protection District, the Mokena Fire Protection District, the New Lenox Fire Protection District, the Orland Fire Protection District, the Palos Fire Protection District, the Palos Heights Fire Protection District, the Garden Homes Fire Protection District, and Mutual Aid Box Alarm System Division 19, collectively known as the "Parties."

WITNESSETH:

WHEREAS, the Village of Alsip, the Village of Calumet Park, the Village of Midlothian, the Village of Posen, and the Village of Robbins are Illinois home rule municipal corporations; and

WHEREAS, the City of Blue Island, the Village of Crestwood, and the Village of Merrionette Park are Illinois non-home rule municipal corporations; and

WHEREAS, the East Joliet Fire Protection District, the Frankfort Fire Protection District, the Homer Fire Protection District, the Lemont Fire Protection District, the Lockport Township Fire Protection District, the Manhattan Fire Protection District, the Mokena Fire Protection District, the New Lenox Fire Protection District, the Orland Fire Protection District, the Palos Fire Protection District, the Palos Heights Fire Protection District, and the Garden Homes Fire Protection District are organized and operate pursuant to the laws of the State of Illinois, including but not limited to the Fire Protection District Act (70 ILCS 705/1 *et seq.*); and

WHEREAS, the MABAS Division 19 is a division of the Mutual Aid Box Alarm System ("MABAS") and is authorized to enter into agreements with other governmental and non-governmental entities; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government "to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance"; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any power or powers, privilege, or authority exercised or which may be exercised by public agency may be exercised and enjoyed jointly with any other public agency of the State; and

WHEREAS, the Parties are units of local government and public agencies as defined by the Illinois Constitution and the Intergovernmental Cooperation Act; and

WHEREAS, exercising their powers of intergovernmental cooperation, the Parties created the Southwest Hazardous Materials Response Team; and

WHEREAS, the Parties now wish to dissolve the Southwest Hazardous Materials Response Team and assign and convey its assets, roles, and responsibilities to MABAS Division 19.

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the Parties hereto as follows:

1. **INCORPORATION OF RECITALS:** The above recitals are incorporated herein as if written verbatim.

2. **DISSOLUTION OF SOUTHWEST HAZARDOUS MATERIALS RESPONSE TEAM:** The Southwest Hazardous Materials Response Team shall dissolved effective **May 1, 2024** (the "Dissolution Date").

3. **DISPOSITION OF ASSETS:** The assets of the Southwest Hazardous Materials Response Team shall be conveyed and transferred to MABAS Division 19 on or before the Dissolution Date. Upon the Dissolution Date, any remaining property, debt, contracts, or accounts in the name of Southwest Hazardous Materials Response team shall vest in the name of MABAS Division 19.

4. **MABAS 19 DUTIES, RESPONSIBILITIES, AND MEMBERSHIP:** Upon the Dissolution Date, MABAS Division 19 shall assume the roles, duties, and responsibilities of the Southwest Hazardous Materials Response Team. The Parties that are not already members of MABAS Division 19 shall be offered membership as an Associate Member, subject to MABAS Division 19's then-existing bylaws and rules, as may be amended from time to time.

5. **SUBSEQUENT ACTIONS:** If, at any time after the Dissolution Date, MABAS Division 19 shall consider or be advised that any deeds, bills of sale, assignments, assurances, or any other actions or things are necessary or desirable to continue, vest, perfect, or confirm of record or otherwise MABAS Division 19's right, title or interest in, to or under any of the rights, properties, privileges, or assets of the Southwest Hazardous Materials Response Team as a result of, or in connection with, this Agreement, or otherwise to carry out the intent of this Agreement, MABAS Division 19 shall be authorized to execute and deliver, in the name and on behalf of the Southwest Hazardous Materials Response Team, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Southwest Hazardous Materials Response Team or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties, privileges, or assets in the MABAS Division 19 or otherwise to carry out the intent of this Agreement.

6. **COOPERATION OF THE PARTIES:** The Parties shall cooperate in the exercise of their obligations as set forth in this Agreement. The Parties shall prepare, execute, and provide such additional agreements, consents and other approvals as needed to perform the purposes and objectives of this Agreement.

7. **CHOICE OF LAW AND DISPUTE RESOLUTION:** This Agreement shall be construed and interpreted according to the laws of the State of Illinois without reference

to choice of law rules. Any action at law or in equity arising under this Agreement shall be filed only in the state of Illinois or a federal court located in the State of Illinois.

8. **APPROVAL:** The Parties shall take such steps as are necessary under the law to approve, and to authorize the execution and delivery of this Agreement. The Parties warrant they have full authority to execute this Agreement.

9. **COMPLETE AGREEMENT AND AMENDMENT:** This Agreement memorializes the full and complete understanding of the Parties. This Agreement may be amended at any time by the mutual consent of the parties hereto, expressed in a written instrument executed and delivered with the same formality with which this instrument was executed and delivered.

10. **SEVERABILITY:** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the effect or force of law, such decision shall not affect the validity of the remaining portions or the Agreement.

11. **NO THIRD-PARTY BENEFICIARIES:** This Agreement is only for the benefit of the Parties. This Agreement shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

12. **COUNTERPARTS:** This Agreement may be simultaneously executed in counterparts, each of which so executed shall be deemed to be original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be approved, signed, and sealed on its behalf of their respective corporate authorities.

[SIGNATURE PAGES FOLLOW]

City of Blue Island



Mayor, City of Blue Island

Attest:



City Clerk, City of Blue Island