

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF STICKNEY AND
THE VILLAGE OF FOREST VIEW FOR THE EXCHANGE OF MUNICIPAL POLICE
VEHICLES AND A CANINE**

THIS AGREEMENT is made and entered into as of January 18, 2022, by and between the Village of Stickney, an Illinois municipal corporation (referred to as “Stickney”), and the Village of Forest View, an Illinois municipal corporation (referred to as “Forest View”). Stickney and Forest View are sometimes hereinafter referred to individually as a “Party” and together as the “Parties.”

WITNESSETH

WHEREAS, Stickney and Forest View are units of local government within the meaning of Article VII, Section I, of the Constitution of the State of Illinois of 1970 and public agencies as that term is used in Section 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/2; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* further provides that any power or powers, privileges, functions, or authority exercised, or which may be exercised, by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

WHEREAS, the President and Board of Trustees of Stickney have declared, by Ordinance No. 2022-01, the following property to be surplus property: 2019 Ford Explorer, VIN#: 1FM5K8AR4KGA29342 (“Stickney Explorer”); and

WHEREAS, the President and Board of Trustees of Forest View have declared, by Ordinance No. 22-05, the following property to be surplus property: 2017 Ford Explorer Interceptor package, 6-cylinder Flex, equipped as a police canine vehicle, VIN# 1FM5K8AR1HGE13183 (“Forest View Explorer”); and

WHEREAS, the President and Board of Trustees of Forest View have also declared, by Ordinance No. 22-05, a canine police dog named “Ali” and described as a male German Shepperd, Chip# 900079000337477 (hereinafter, “Ali”) to be surplus property; and

WHEREAS, Stickney has expressed a need for Ali and the Forest View Explorer, and has agreed to exchange the Stickney Explorer for Ali and the Forest View Explorer owned by the Forest View; and

WHEREAS, the Parties have determined that it is their respective best interests to exchange the Stickney Explorer for Ali and the Forest View Explorer (collectively, the “Personal Property”) subject to the terms and conditions set forth below; and

NOW THEREFORE, in consideration of the foregoing, and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The findings and recitals set forth above are hereby incorporated by reference into this Agreement as if set forth verbatim herein.

2. **Exchange of Personal Property.** Stickney and Forest View have declared the Stickney Explorer, the Forest View Explorer and Ali, respectively, to be surplus property. The Parties further state:

- a. The Forest View Explorer is a police vehicle and is outfitted with certain additional equipment designed to allow its use as a police canine vehicle.
- b. Stickney has a need for a police canine vehicle and has expressed an interest in acquiring the Forest View Explorer along with a canine police dog.
- c. The Stickney Explorer is a police vehicle that includes police equipment, and which has been declared surplus property.

The Parties have agreed to exchange the two vehicles and Ali, with Stickney taking title to Ali and the Forest View Explorer and Forest View taking title to the Stickney Explorer.

The Parties further agree that prior to the exchange, Stickney will install working front/rear radar in the Stickney Explorer. The Parties will also cooperate to remove the computer, radio, and associated hardware (the "Stickney Explorer Equipment") from the Stickney Explorer and install the Stickney Explorer Equipment in the Forest View Explorer. The Parties will also cooperate to remove the computer, radio, the associated hardware, and a rifle holder (the "Forest View Explorer Equipment") from the Forest View Explorer and install Forest View Explorer Equipment in the Stickney Explorer. The Parties shall also exchange any and all maintenance records for the vehicles being exchanged.

Forest View agrees to give Stickney any and all medical, training, and any other applicable records for Ali. Forest View acknowledges and agrees that Ali has no known chronic illness, cancer, or other debilitating conditions. Forest View further agrees to give Stickney any and all equipment relevant to Ali including, but not limited to, all kennels, leashes, or any other items associated with the care, upkeep, maintenance, and responsibilities of the canine.

The Parties further agree as follows:

- a. Forest View will have first right of refusal reference to any mutual aid request for the police canine made by them.
- b. Forest View shall give the Stickney Police Department 48-hours' notice if they have a pre-planned, non-emergency building sweep or other non-emergency police operation.
- c. Stickney Police Department agrees to allow Ali to respond to Forest View in emergencies in which a canine is required, subject to Ali being on duty or otherwise unavailable.
- d. If Ali fails to meet minimum re-training standards, Ali will be returned to Forest View, and this agreement shall be null and void, and both vehicles and all equipment shall be returned to the respective parties.
- e. At the end of Ali's work life, Ali becomes property of the Stickney Police Department to retire Ali as the Stickney Police Department wishes.
- f. Stickney Police Department accepts all liability for Ali's medical treatment, boarding, training and other expenses upon Ali being turned over and in the possession of the Stickney Police Department.
- g. Where allowed under law, the Stickney Police Department will receive a fifty percent

(50%) stake in proceeds for any asset forfeiture filing by the Forest View Police Department that involves Ali.

3. **Choice of Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.

4. **Amendment.** No amendment, waiver, or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law.

5. **Indemnification.** The Parties agrees to indemnify, release, and hold harmless each other and their respective elected and appointed officials, officers, employees, and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and expenses, including attorneys' fees, arising out of, caused by, or resulting from the obligations pursuant to this Agreement.

6. **Integration Clause.** This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter as of the date of its execution. All Parties acknowledge that no representations have been made which have not been set forth herein.

7. **Severability.** In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

8. **Due Authority.** The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

**[THE REMAINDER OF THIS SPACE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties have caused the execution of this Agreement by their duly authorized officers on the date stated on the first page of this Agreement.

ATTEST:

VILLAGE OF STICKNEY

By: _____
Village Clerk

By: _____
Village President

ATTEST:

VILLAGE OF FOREST VIEW

By: _____
Village Clerk

By: _____
Village President