

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) X *Waiver of First Requested*
 Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES
FROM: Scott Niehaus, Village Manager
DATE: November 1, 2022 (B of T) Date: November 3, 2022
TITLE: Approval of Assignment and Assumption Agreement
Transfer of Ownership – Retired K9 Thor

BACKGROUND/POLICY IMPLICATIONS:

Attached please find a proposed Ordinance Authorizing Approval of Assignment and Assumption Agreement between the Patriot K9 Rescue, Inc., Warrior Dog Foundation, and the Village of Lombard in regards to the transfer of ownership of narcotics detection and patrol K9 Thor.

Please place this item on the November 3, 2022 Board of Trustees agenda with waiver of first requested.

Review (as necessary):
Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X Scott Niehaus _____ Date 10/11/22

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



#220268

MEMORANDUM

TO: Scott Niehaus, Village Manager
FROM: Nicole P. Aranas, Assistant Village Manager
Roy Newton, Chief of Police
DATE: November 1, 2022
SUBJECT: Approval of Assignment and Assumption Agreement Regarding
Transfer of Ownership - Retired K9 Thor

Attached please find a proposed Ordinance Approving an Assignment and Assumption Agreement Regarding Transfer of Ownership of Retired Police Dog Thor between the Village of Lombard, Patriot K9 Rescue, Inc., and Warrior Dog Foundation CFC# 34063 in regards to the transfer of ownership of Police K9 Thor post-retirement. Patriot K9 and Warrior Dog are both non-profit working dog rescue organizations which provides care, housing, and adoption services for retired military and police canines.

The Village Board previously approved a Transfer of Ownership Agreement with Patriot K9 Rescue regarding Thor on October 6, 2023. Upon evaluation of retired K9 Thor, Patriot K9 Rescue recommended a transfer of ownership and assignment of their contract to a similar non-profit rescue, Warrior Dog Foundation, better positioned to care for Thor moving forward. The attached agreement formally approves the subsequent transfer of Thor to Warrior Dog.

The Warrior Dog Foundation is a Texas based non-profit that specializes in the rehoming and rehabilitation of military, police, and working dogs for potential adoption. Warrior Dog is a partner agency that was identified and recommended by Patriot K9 Rescue as a suitable and well-qualified rescue to care for and house Thor. Additional materials regarding Warrior Dog, their mission, and operations are attached here for review as well.

Under the terms of the Assignment and Assumption Agreement, the same terms and conditions applicable to Patriot K9 under the original agreement would be assigned to the Warrior Dog Foundation along with ownership and all related restrictions and responsibilities. Similarly, the onetime donation of \$3,500 for care, medical expenses, and treatments that was to be provided to Patriot will now be assigned to Warrior Dog.

Patriot K9, Warrior Dog Foundation and the Village of Lombard have worked closely to facilitate this contract assignment and all parties are recommending approval. Please place this item on the Village Board agenda for November 3, 2022. Please feel free to reach out to either of us for additional information.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AN ASSIGNMENT
AND ASSUMPTION AGREEMENT IN REGARD TO
RETIRED POLICE DOG THOR**

BE IT ORDAINED, by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

SECTION 1: The President and Board of Trustees of the Village of Lombard (hereinafter referred to as the "Village") find as follows:

- A. The Village is a non-home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. On October 6, 2022, pursuant to Ordinance No. 22-0268, the Village authorized the transfer of ownership to the Village's retired police dog, "Thor", to Patriot K9 Rescue, Inc. ("Patriot"), a not-for-profit corporation specializing in the care and appropriate adoption of retired police and military dogs, and a "Transfer of Ownership Agreement" was executed by the Village and Patriot, as authorized by said Ordinance. A true and accurate copy of the executed Transfer of Ownership Agreement is attached hereto as **Exhibit A** and made a part hereof.
- C. Patriot and the Village, based on Patriot's assessment of Thor, have determined that Warrior Dog Foundation ("Warrior"), CFC# 34063, a Texas not-for-profit corporation that also specializes in the care and appropriate adoption of retired police and military dogs, is better suited to care for and facilitate an appropriate adoption of Thor, if any.
- D. Warrior has agreed to accept the assignment of the Transfer of Ownership Agreement from Patriot, so that Warrior will take possession and ownership of Thor pursuant to the Transfer of Ownership Agreement and the assignment thereof.
- E. That it is in the best interests of the Village and Thor to consent to the assignment of the Transfer of Ownership Agreement from Patriot to Warrior as set forth herein.

SECTION 2: Based upon the foregoing, an Assignment and Assumption Agreement Regarding Transfer of Ownership of Retired Police Dog Thor ("Assignment Agreement"), in substantially the form attached hereto as **Exhibit B** and made a part hereof, is hereby approved and ratified, and the Village Manager of the Village is hereby authorized and directed to execute and deliver said Assignment Agreement, as well as

such other instruments as may be necessary or convenient to carry out the terms of the Assignment Agreement, and all said agreements.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law.

Passed on first reading this _____ day of _____, 2022.

First reading waived by action of the Board of Trustees this 3rd day of November, 2022.

Passed on second reading this 3rd day of November, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 3rd day of November, 2022.

Keith Giagnorio, Village President

ATTEST:

Elizabeth Brezinski, Village Clerk

Published by me in pamphlet form this 3rd day of November, 2022

Elizabeth Brezinski,, Village Clerk

Exhibit A

Transfer of Ownership Agreement

(see attached)

TRANSFER OF OWNERSHIP AGREEMENT

This **TRANSFER OF OWNERSHIP AGREEMENT** (the "Agreement") is entered into this 30 day of Sept, 2022, by and between the Village of Lombard (the "Village"), an Illinois non-home rule municipal corporation, and Patriot K9 Rescue, Inc. ("Patriot"), a duly incorporated Pennsylvania not-for-profit corporation, with its principal place of business located Elysburg, Pennsylvania. The Village and Patriot are sometimes referred to collectively herein as "Parties" or individually as a "Party".

WHEREAS, the Village owns a male police dog named Thor ("Thor") and the Village has determined that Thor is no longer fit for police service; and

WHEREAS, Patriot is a not-for-profit corporation that cares for retired police and military dogs, and finds suitable homes for the dogs based on the needs and temperament of the dogs and the qualifications of prospective adopters; and

WHEREAS, the Village desires to retire Thor from service and transfer ownership of Thor to Patriot in accordance with the Police Dog Retirement Act (the "Act"), 510 ILCS 82/1, et seq., and the terms and conditions of this Agreement; and

WHEREAS, the Act provides as follows in regard to retired police dogs:

"Notwithstanding any provisions in the State Property Control Act to the contrary, a police dog, including a search and rescue dog, service dog, accelerant detection canine, or other dog that is in use by a county, municipal, or State law enforcement agency, which is deemed no longer fit for public service, shall be offered by the law enforcement agency to the officer or employee who had custody and control of the animal during its service. If the officer or employee does not wish to keep the dog, this dog may be offered to another officer or employee in the agency, or to a non-profit organization or a no-kill animal shelter that may facilitate an appropriate adoption of the dog."; and

WHEREAS, Thor's handler declined to take ownership of Thor after being offered to take ownership of Thor by the Village, as required by the Act; and

WHEREAS, Patriot is a not-for profit organization that has experience in and is qualified to facilitate an appropriate adoption of Thor so that he is properly cared for during his retirement; and

WHEREAS, the Village has offered Thor to Patriot pursuant to the Act and Patriot has agreed to accept Thor pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the of the mutual promises hereinafter set forth, the Village and Patriot agree as follows:

1. The above recitals are incorporated herein as material terms and conditions of this Agreement.
2. The Village shall physically deliver Thor to Patriot's facility located in Elysburg, Pennsylvania as soon as practicable following execution of this Agreement by the Parties.

3. Upon transfer by the Village of physical custody of Thor, Patriot agrees and thereby shall assume ownership and all responsibility for the cost of care, medical care, feeding, handling, training, housing, and all other responsibilities associated with Thor. Ownership of Thor shall be conveyed to Patriot on an "as-is, where-is" basis, without any representations or warranties of any kind, express or implied, either oral or written, made by the Village or any agent, employee or representative of the Village with respect to the physical, mental or any other condition of Thor, including any propensities of or training of Thor.
4. To offset the costs of Patriot to care for and house Thor until such time as Thor is adopted, the Village shall make a onetime payment to Patriot in the amount of \$3500.00.
5. Patriot agrees that it shall be solely and fully responsible for the future care of Thor including, without limitation, the cost of all medical care, maintenance, housing, food and personal care items. However, the Village shall remain responsible for any medical bills incurred for Thor prior to the date on which Patriot takes physical custody of Thor.
6. Upon transfer of physical custody and ownership of Thor to Patriot, Thor will undergo adoption and temperament testing by Patriot to test whether Thor, in Patriot's sole discretion, is suitable to be subsequently adopted by a third party as a pet. If, in the sole discretion of Patriot, Thor passes the evaluation then Thor will be slotted for adoption by a suitable adopter who has adequate property, restrictive fencing, and time to manage Thor and his needs and agrees to keep Thor as a pet and for no other purpose whatsoever. Any adoption agreement between Patriot and a third-party adopter for Thor shall prohibit the third-party adopter from assigning the adoption agreement or any part of it without the prior written consent of Patriot and should the third-party adopter choose to relinquish Thor, Thor must be returned to Patriot and cannot be given to a third party or shelter.
7. Patriot agrees that it will not put Thor into service as a canine drug/patrol dog for any entity at any time in the future, including actual use in narcotics searches, detection or patrol functions, as well as for any training associated with narcotics searches, detection or patrol functions. Patriot agrees not to sell Thor for profit, loan Thor to any entity, or give him away, except as expressly authorized by this Agreement.
8. Patriot agrees that all of Thor's certifications for conducting narcotics detection, searches or patrol functions shall expire upon Thor's retirement from service with the Village. Patriot agrees that it will not attempt to re-certify Thor for narcotics detection, searches, patrol functions or any law enforcement purpose whatsoever, and will not offer Thor's services to any private or public entity, or personally use Thor for any such purpose.
9. Patriot, its beneficiaries, successors, assigns, legal and personal representatives, executors, administrators, devisees, legatees and heirs, shall hereafter defend, indemnify and hold harmless the Village, its officers, trustees, servants, agents, successors, assigns and employees thereof, respectively (collectively, "Village Affiliates"), both in their capacities as municipal representatives and as individuals, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses (including but not limited to attorneys' fees and expenses) pursuant to any claim of property damage, personal injury, death or


bodily harm, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner incurred relating to or growing out of the transfer of the ownership interest in and possession of Thor by the Village to Patriot including, but not limited to, attacks on persons or animals, arising or occurring once physical custody of Thor has passed to Patriot. In the event that the Village Affiliates, or any one of them, are named as defendants in a lawsuit arising out of the matters to be indemnified hereunder, the Village Affiliates, and each of them, shall have the right to choose the attorneys who represent them in said lawsuit, and the reasonable costs, expenses and fees associated with said attorneys in relation to said lawsuit shall be paid by Patriot. The duties of Patriot to defend, indemnify, and hold the Village Affiliates harmless under this Agreement shall not be limited or extinguished by any subsequent transfer, relinquishment or abandonment of Thor by Patriot, or transfer to and/or adoption by any third parties.

10. Patriot, its beneficiaries, successors, assigns, legal and personal representatives, executors, administrators, devisees, legatees and heirs hereby agree to release, waive and covenant not to sue and forever discharge the Village Affiliates, and each of them, for any claims, suits or action, whether or not well founded in fact or in law, which Patriot has or may have, arising or growing out of the transfer of the ownership interest and possession of Thor to it from the Village including, but not limited to, attacks on persons or animals, arising or occurring once physical custody of Thor has passed to Patriot. It is the express purpose of this document that upon transfer of the physical custody and ownership of Thor to Patriot by the Village, Patriot shall assume all responsibility, damages, liability and obligations for and resulting from the condition and actions of Thor and that the Village Affiliates will at no time assume responsibility or liability for the actions of that animal. As between the Village Affiliates and Patriot, Patriot shall be held solely responsible to all persons or property that come into contact with Thor.
11. Patriot warrants and represents to the Village that it has suitable accommodations for the care and keeping of Thor and will take reasonable steps to assure that they will continue to have suitable accommodations for the care and keeping of Thor in the future.
12. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, and any court proceedings between the Parties hereto shall be brought in DuPage County, Illinois or in the United States Federal Court for the Northern District of Illinois.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below, and the date of the last signatory below shall be inserted on page 1 of this Agreement, as the Effective Date of this Agreement.

**THE REMAINDER OF THIS PAGE
HAS INTENTIONALLY BEEN LEFT BLANK**

PATRIOT K9 RESCUE, INC.,
a Pennsylvania not-for-profit corporation


By: Paul Oldt
Title: President

VILLAGE OF LOMBARD,
an Illinois municipal corporation



By: Scott Niehaus
Scott, Niehaus, Village Manager

Exhibit B

Assignment Agreement

(see attached)

**ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING
TRANSFER OF OWNERSHIP OF RETIRED POLICE DOG THOR**

This ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING TRANSFER OF OWNERSHIP OF RETIRED POLICE DOG THOR (“Agreement”), effective as of November 1, 2022 (“Effective Date”), is by and between the VILLAGE OF LOMBARD, an Illinois municipal corporation (“Village”), WARRIOR DOG FOUNDATION, CFC# 34063, a Texas not-for-profit corporation (“Warrior”), and PATRIOT K9 RESCUE, INC, a Pennsylvania not-for-profit corporation (“Patriot”). The Village, Warrior and Patriot may sometimes be referred to herein individually as a “Party” or collectively as the “Parties.”

WHEREAS, the Village and Patriot entered into a Transfer of Ownership Agreement regarding Thor on or about October 6, 2022 (the “Transfer of Ownership Agreement”). A true and accurate copy of the Transfer of Ownership Agreement is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, on October 9, 2022 at 8:30 p.m., the Village delivered Thor to Patriot pursuant to the Transfer of Ownership Agreement. Patriot had custody and control of Thor from October 9, 2022 at approximately 8:30 PM (ET) to October 11, 2022 at approximately 7:00 AM (ET) (the “Patriot Possession Period”); and

WHEREAS, based on Patriot’s evaluation of Thor, the Parties have determined that it is in the best interests of Thor that Warrior, a not-for-profit corporation specializing in the care of retired police and military dogs, care for Thor during his retirement pursuant to the Transfer of Ownership Agreement; and

WHEREAS, Patriot desires to assign all of its rights and obligations under the Transfer of Ownership Agreement to Warrior, Warrior wishes to accept the assignment pursuant to the terms and conditions of this Agreement and the Village desires to consent to said assignment; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Assumption. Patriot hereby assigns and transfers to Warrior all of Patriot’s right, title, and interest in and to Thor pursuant to the Transfer of Ownership Agreement. Subject to the indemnification provisions in Section 3 and Section 4 below, Warrior hereby accepts such assignment and assumes all of Patriot’s rights, duties and obligations under the Transfer of Ownership Agreement and agrees to perform and discharge, as and when due, all of the obligations of Patriot under the Transfer of Ownership Agreement accruing on and after the Effective Date of this Agreement.
2. Consent to Assignment of Redevelopment Agreement. Subject to the provisions of this Agreement, the Village hereby consents to Patriot’s assignment of its rights and obligations under the Transfer of Ownership Agreement to Warrior.
3. Village Indemnification of Warrior. The Village shall defend, indemnify and hold harmless Warrior, its officers, directors, servants, agents, successors, assigns and employees

thereof, respectively, both in their capacities as corporate representatives and as individuals, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses (including but not limited to attorneys' fees and expenses) pursuant to any claim of property damage, personal injury, death or bodily harm, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, that arise as the result of an incident occurring prior to physical custody of Thor being passed to Warrior by the Village, except for that which arises as a result of an incident occurring during the Patriot Possession Period.

4. Patriot Indemnification of Warrior. Patriot shall defend, indemnify and hold harmless Warrior, its officers, directors, servants, agents, successors, assigns and employees thereof, respectively, both in their capacities as corporate representatives and as individuals, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses (including but not limited to attorneys' fees and expenses) pursuant to any claim of property damage, personal injury, death or bodily harm, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, that arise as the result of an incident occurring during the Patriot Possession Period.

5. Delivery of Possession of Thor. The Village shall deliver possession of Thor to Warrior in a manner and at a time that is mutually acceptable to the Village and Warrior. Warrior shall have no responsibility for Thor until such time as possession of Thor is delivered to Warrior by the Village. In the event that the Village does not deliver, or Warrior does accept, possession of Thor by November 5, 2022, this Agreement shall be null and void.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date of this Agreement.

WARRIOR DOG FOUNDATION

PATRIOT K9 RESCUE, INC.

By _____
Name: _____
Title: President

By _____
Name: _____
Title: President

VILLAGE OF LOMBARD

By _____
Name: Scott Niehaus
Title: Village Manager



Our Mission

The Warrior Dog Foundation transitions our country's working K9s from an operational environment into retirement. Providing mental and physical rehabilitation, and rehoming options to Military Working Dogs (MWD), Contract Working Dogs (CWD) and Law Enforcement K9s that otherwise would be euthanized.

Our Goals

The Warrior Dog Foundation exists to provide the highest level of retirement care to working dogs who have dedicated their lives to serving

our country and communities! We provide mental and physical rehabilitation to these four-legged veterans so they can be adopted into a forever home; if this is not possible, they are cared for by us for the rest of their lives. We want to see all military, contract, and law enforcement dogs who are no longer able to work rehabilitated and rehomed – our goal is to help them retire with dignity. These heroes have endured intense situations, saved lives, and protected our service personnel and our freedoms. Yet like many human veterans, they return home with physical and mental injuries. Because these special dogs may have a bite history, aggression, and other traits that render them unadoptable, they are often euthanized. They deserve better! We take these K9s in and help them heal so they can transition to civilian life and live out the rest of their retirement in peace.



Our Methods

Because of how these dogs have been trained and what they have experienced in their working career, we have to maintain extreme vigilance and attention to detail when developing and executing rehabilitation protocols for each K9 we take in. This begins with providing handlers who have the necessary expertise to work with MWD (military working dogs), CWD (contract working dogs), and LEO K9s (law enforcement dogs). Then we create a rehab protocol based on information given to us by their previous unit and our own professional evaluation. The rehab protocols will use a combination of mental stimulation/engagement, proper nutrition, supplements, and exercise to address their issues and help them become adoptable, well-adjusted dogs. The rehab protocol success is measured by a decrease in the symptoms that these unadoptable service dogs initially present. These symptoms can include:

- Loud noise reactivity
- Tactile sensitivity
- Perceived confrontational body language reactivity
- Extreme resource guarding
- Aversion to being crated
- Grooming sensitivity
- Aggression towards other dogs
- Environmental sensitivity
- Hyperreactivity to stimuli
- K9 PTSD

Rehabilitation takes place in our state-of-the-art kennel facility. If these dogs are able to make the progress necessary to be adopted, we help place them in a loving and respectful home; if these dogs are never able to overcome their difficulties, we care for them ourselves and they are able to live out the rest of their days in peace.



Our "Why"

'These dogs have saved countless lives and prevented innumerable horrific injuries. As a nation, we owe them a tremendous debt of gratitude' ~Mike Ritland These dogs have done so much for us, and they don't deserve to be put down. They deserve rest, respect, and a dignified retirement. To date, we have rehabilitated and rehomed over 170 K9s. When you donate to The Warrior Dog Foundation, you help us give more hero dogs a chance at a peaceful life after service.

[Donate Now](#)



Mailing Address:

Warrior Dog Foundation
5930 Royal Lane Ste E # 355
Dallas, TX 75230
United States

Email:

info@warriordogfoundation.org



Phone Number:

855.927.3647 or (855) WAR-DOGS