

Village of Thornton

Vehicle Use Agreement- ISATT Personnel

Vehicle Operator Name: _____

Operator's Agency: Lynx Police Department

The Village of Thornton agrees to provide a vehicle to the above-named operator for use in connection with assignment to the Illinois Statewide Auto Theft Task force (ISATT). The operator and his/her agency understand and agree to the following conditions related to vehicle use:

1. Use of the vehicle is a privilege carrying certain responsibilities as derived from the ISATT MOU, law, regulation, and/or Village of Thornton policy. Failure to comply with the responsibilities and conditions outlined in this Agreement may cause the Village of Thornton to terminate the Agreement and prohibit further vehicle use.
2. The following restrictions govern appropriate use of the vehicle:
 - a. The operator shall use the vehicle only for official purposes related to performance of duties assigned under the ISATT. The operator shall not use the vehicle for personal use or any other use not directly related to activities authorized within the mission of the ISATT. Notwithstanding, at the discretion of the ISATT Coordinator (e.g., Task Force Coordinator), where necessary to support the program mission or otherwise determined appropriate and advantageous to the ISATT, the operator may be authorized to use the vehicle for travel between home and place of work.
 - b. The operator is authorized to use the vehicle only during the operator's assignment to the ISATT. Upon cessation of the operator's assignment, the operator shall return the vehicle immediately to the Village of Thornton. The operator agrees to return said vehicle to the Village of Thornton in the same condition as received, except for normal wear and tear. The operator and/or agency could be held accountable for damage.
 - c. The operator shall not operate the vehicle if the operator fails to possess a valid driver's license. The operator shall exercise reasonable care in using the vehicle and shall not use the vehicle for any illegal activities, including operation while

under the influence of drugs or alcohol.

3. The following responsibilities are imposed through implementation of the MOU and the operator and/or agency shall comply as stated:
 - a. If instructed to pick up or turn in vehicle acquired under the MOU, the operator shall conduct an inspection of the vehicle at the time and place of pick-up or turn-in, and shall accurately complete a Vehicle Inspection Report (provided by the ISATT) documenting the results of the inspection. The operator shall provide the completed report to the ISATT Coordinator for subsequent submission to The Village of Thornton.
 - b. The operator and his/her agency shall ensure that no law enforcement or other equipment is installed in the vehicles in a manner that requires drilling or otherwise alters or damages the vehicle. The agency shall be responsible for any damage it may cause if it installs equipment.
 - c. The operator shall take the vehicle to a participating servicing facility at the intervals identified by the ISATT Coordinator to obtain necessary preventive and other maintenance. Although the operator does not pay for repairs under this maintenance program, the operator shall obtain receipts for all service to enable reconciliation of billing statements, if necessary. The operator shall provide receipts to the ISATT Coordinator.
 - d. A fuel card will be provided in conjunction with the vehicle, the operator shall retain the card in the vehicle glove compartment at all times. The operator shall use the card only for purchasing fuel for the assigned vehicle and shall provide receipts to the ISATT Coordinator for reconciliation for billing statements. The operator shall use the card in accordance with all instructions, including inputting correct odometer readings as prompted at the fueling station pump.
4. The operator and his/her agency shall be responsible for any and all parking tickets and traffic citations. The operator shall report tickets and citations as soon as possible to the ISATT Coordinator. The operator/agency shall resolve all outstanding fines promptly and may be denied a subsequent or replacement vehicle until fines are resolved.
5. The operator shall immediately notify his/her agency supervisor AND the ISATT Coordinator of ANY accident involving the vehicle. The operator shall follow procedures for handling accidents, as outlined in Village of Thornton's policy manual.

6. The operator and his/her agency recognize liability considerations related to use of the vehicle. Specifically, the following are noted:

- a. The parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising out of the use of said vehicle. Legal representation is determined by ISSP, Village of Thornton, and/or Secretary of State on a case-by-case basis. The ISATT cannot guarantee ISSP, Village of Thornton, and/or Secretary of State will provide legal representation to any county, local, or State of Illinois law enforcement officer or employee.
- b. Liability for any negligent or willful acts of task force members undertaken outside the terms of this Agreement will be the sole responsibility of the respective employee and agency involved.

This Agreement shall remain in effect until the earliest occurrence of the following: conclusion of the operator's assignment to the ISATT, conclusion of the Village of Thornton participation in the ISATT, or termination by written notice of one party to the other. Upon any of these events, the vehicle shall be returned immediately to the ISATT. This agreement may be modified subsequently through written agreement of the parties.

By signatures below, the parties agree to the terms and conditions of the Agreement.

OPERATOR:

Signature/Date

OPERATOR'S AGENCY:

Lynne Police Department 1/9/2025

Signature/Date

VILLAGE OF THORNTON:

Signature/Date