

## EQUIPMENT USE AGREEMENT

**THIS EQUIPMENT USE AGREEMENT** (“Agreement”) by and between the County of Cook (“County”), a body politic and corporate of the State of Illinois, by and through its Department of Emergency Management and Regional Security (“EMRS), and the Village of Palos Park, a body politic and corporate of the State of Illinois (“Recipient”).

**WHEREAS**, the County is dedicated to building preparedness and resiliency into all its municipalities; and

**WHEREAS**, the County has received an Urban Area Security Initiatives (“UASI”) program grant for FY 2018; and

**WHEREAS**, one of the purposes of the 2018 UASI grant is to enhance local resident preparedness by providing equipment to local Community Emergency Response Team (“CERT”) volunteers; and

**WHEREAS**, the County has implemented a pilot CERT Program to help municipalities equip CERT teams; and

**WHEREAS**, Recipient is one of the municipalities in the pilot program; and

**WHEREAS**, the County wishes to lend Recipient equipment for its CERT program and Recipient wishes to receive same.

**NOW THEREFORE**, in consideration of the mutual covenants that are contained in this Agreement, the County and Recipient hereby agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein by reference and made a part hereof.
2. **Term of Agreement and Termination.** The term of this Agreement will commence on the last dated signature of the parties and will continue thereafter until terminated by either party in accordance with its terms (“Loan Period”). Either party may terminate this Agreement, for any reason or for no reason, by providing thirty (30) days written notice of its intent to terminate to the other party.

3. **Equipment Information.** Each piece of equipment (“Equipment”) being provided to the Recipient is set forth on the attached Exhibit A.
4. **Title and Custody.** Throughout the Loan Period title to the Equipment will always remain in the name of the County and custody of the Equipment will remain with the Recipient.
5. **Intended Use of Equipment.** Recipient hereby agrees to use the Equipment solely for its intended grant purpose, i.e., to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or other catastrophic events. Any variation to the intended use of the Equipment must be approved in writing by executive director of EMRS.
6. **Delivery and Return of Equipment.** Upon commencement of this Agreement, County will be responsible for delivery of the Equipment to Recipient. Upon the expiration or termination of the Agreement, Recipient will be responsible for delivery of the Equipment to County within a reasonable time.
7. **Maintenance and Repair; Return.** During the Loan Period and prior to return, the Recipient agrees to assume all responsibility for maintenance and repair of the Equipment in accordance with applicable to equipment purchased with federal financial assistance including without limitation the property standards set forth at 2 C.F.R. §§ 200.310 – 316.

The County reserves the right to demand return of the Equipment if it is not properly maintained or has fallen into neglect or misuse according to the applicable federal, state or County equipment standards and/or policies.

Equipment shall be returned to County in as good a condition as when received by the Recipient, except for reasonable wear and tear.

8. **Training, Use and Deployment of Equipment.** The Recipient shall be responsible for training its CERT volunteers on the proper use of the Equipment in accordance with any Equipment use procedures or instructions. The Recipient shall be responsible for the proper use and deployment of the Equipment. The County shall have no responsibility with respect to training, use and deployment of the Equipment.
9. **Insurance.** Recipient must obtain and maintain liability insurance which provides coverage against loss or damage to property, including property damage to the Equipment, and coverage for injury or death to persons which injury is associated with the use of the Equipment.

10. **Equipment Provided “AS-IS”.** County disclaims all warranties, express or implied, regarding the Equipment’s fitness for a particular purpose, merchantability, and non-infringement of third-party proprietary rights. Recipient acknowledges that the County has made no statements or representations inconsistent with the transfer of the Equipment “AS-IS.”
11. **No Resale or Use By/Transfer to Third Party.** Recipient must always maintain possession of the Equipment for its own use and agrees that the Equipment shall not be used by any other person or entity. Additionally, Recipient may not substitute, exchange, or sell the Equipment without the prior express written consent of County and IEMA.
12. **Assumption of All Risk and Liability by Recipient.** Recipient agrees to accept and to be solely responsible for the Equipment, subject to all defects, whether known or unknown by County or Recipient, at the time of transfer. By accepting the Equipment, Recipient assumes all risk associated with the Equipment and agrees to be solely responsible for all liability occurring during the Loan Period resulting from the use of or related in any way to the Equipment. Recipient acknowledges and agrees that, in no event and under no circumstances shall County and its Commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns be liable for any loss or damage incurred by recipient or any third-party during the Loan Period resulting from the use of or related in any way to the Equipment, including, but not limited to, injury or death to any person or damage to any property, and any special, incidental or consequential damages, lost profits, loss of use, delays or any other direct or indirect damages of any kind whatsoever.
13. **Venue.** This Agreement shall be interpreted and construed in accordance with the laws of Illinois, and the state and federal courts of Illinois shall have exclusive jurisdiction and venue over any dispute hereunder.
14. **Assignment.** This Agreement shall not be assigned or otherwise transferred by Recipient.
15. **Severability.** If any of the terms of this Agreement become or are declared to be illegal by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.
16. **No Agency.** Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

17. **Cooperation with Inspector General.** Recipient agrees to cooperate in the conduct of any investigation undertaken by the Office of the Independent Inspector General (OIIG) in accordance with Section 2-285 of the Cook County Code of Ordinances. Any refusal to cooperate with the OIIG as required by the OIIG Ordinance shall subject Recipient to penalties as outlined in Section 2-291 of the Cook County Code of Ordinances.

18. **Notices.** Notices to a party pursuant to this Agreement must be in writing and addressed to the parties at their respective addresses set forth below or at such other address as shall be sent by certified or registered mail, postage prepaid, return receipt requested, or by personal delivery, to the offices listed below.

**To County**

Cook County Department of Emergency Management  
and Regional Security  
69 West Washington Street, Suite 2600  
Chicago, Illinois 60602  
Attention: Executive Director

**To Village:**

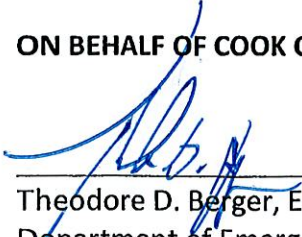
Village of Palos Park  
8999 W 123rd Street  
Palos Park, IL 60464  
Attention: Police Chief

19. **Entire Agreement.** This Agreement is the entire agreement between the parties hereto concerning the subject matter hereof and replaces any prior oral or written communications between the parties. This Agreement may only be modified by a written document executed by the parties hereto.

**END OF PAGE  
SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, this Agreement is hereby executed on behalf of the parties through their authorized representatives as set forth below.

**ON BEHALF OF COOK COUNTY:**

  
\_\_\_\_\_  
Theodore D. Berger, Executive Director  
Department of Emergency Management  
and Regional Security

Date: 12-12-22

**ON BEHALF OF VILLAGE OF PALOS PARK:**

  
\_\_\_\_\_  
John Mahoney, Mayor

Date: 12/12/2022

**EXHIBT A**  
**RECIPIENT CERT TEAM EQUIPMENT PACKAGE**

<u>Item</u>	<u>Quantity</u>	<u>Manufacturer</u>	<u>Serial No.</u>	<u>Model No.</u>
Stair Chair	1	Ferno	20N428249	0714864
Foldable Stretcher	2	Evacu-Aid	N/A	4499920
Natural Gas Leak Detector	6	General	N/A	PNG2000A
Color Coded Triage Tarps	1	DMS	N/A	05004
Full Body Weight mannequin 55 lbs.	1	Simulaid	BACKORDERED	DELIVERY TBD
Hemorrhage Control Training Kit	1	Quickclot	N/A	LOT-44F21K0010
Splints	6	Honeywell	SP506-OB-EN	LOT-SP2021-05-24
Tourniquet - Blue Trainer	25	Combat Application Tourniquet	N/A	30-0033
Kidde 5lb Fire Extinguisher	6	Kidde	G35150043, G06901042, G35150558, G35150535, G35150559, G35150554	PRO 5 TCM-8