

RESOLUTION

RESOLUTION AUTHORIZING APPROVAL OF AN ILEAS GENERATOR AGREEMENT FOR PLACEMENT OF EQUIPMENT

WHEREAS, the Agreement is made and entered into by and between Logan County, (Grantor), 601 Broadway, Lincoln, Illinois 62656, Illinois Emergency Services Management Association (Advisor) P.O. Box 99, Evansville, IL 62242 and McHenry County EMA, (Host Jurisdiction) 2200 N. Seminary Ave Woodstock, IL 60098; and

WHEREAS, Logan County, Illinois received a grant of funds from the Department of Homeland Security (DHS), Fiscal Year Homeland Security Grant Program, State Homeland Security Program (SHSP), local, CFDA #97.067, and the Illinois Emergency Management Agency (IEMA), and subsequent grants which are for similar and related purposes.

WHEREAS, It is agreed between the parties that the agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understandings between the parties other than the terms contained herein:

Section 1. Term

The term of this Agreement shall be from the date of final execution of this agreement through the useful life of the equipment and resources which are the subject of this agreement.

Section 2. Scope of Duties

Through this Agreement, the Host Jurisdiction will:

1. Hold and safeguard the equipment provided by Grantor and make it available upon call for mutual aid and interagency regional emergency responses, as requested by the Illinois Emergency Management Agency (IEMA) and Logan County or its agents.
2. Follow a hierarchy of use policy as established by the Illinois Emergency Management Agency. That hierarchy is generally defined as:
 - A. State and Federally declared disasters
 - B. Host Jurisdiction emergencies
 - C. Other agency emergencies pursuant to a mutual aid request
 - D. State training exercises
 - E. Host Jurisdiction training exercises
 - F. Other agency mutual aid training exercises
3. Use of the equipment for officially sanctioned purposes only.
4. Allow the equipment to be operated only by official, trained personnel who are agents of Host Jurisdiction, a contracted vendor, or those who fall under an official mutual aid agreement; unless it has been transferred to another jurisdiction with the express prior consent of the Illinois Emergency Services Association and Logan County (or its agents).
5. Make the equipment available to the Illinois Emergency Services Management Agency or Logan County, as requested for regional training. Hierarchy requests are to be followed as referenced in Section 2, Number 2 above.

6. Conduct appropriate and effective preventive maintenance as provided by the manufacturer and keep the equipment in good operating condition at all times and to be responsible for fuel, oil and other maintenance consumables and all major repairs.
7. Store the equipment in a secure manner when not in use.
8. Use the equipment, at the discretion of Host Jurisdiction, for its own or regional critical incidents or training.
9. Ensure the equipment is not used or operated contrary to law.
10. Ensure the equipment is not operated in a negligent or reckless manner.
11. Ensure the equipment is not assigned to one person for use as a "take home" item or used on a daily basis by an individual without the express written consent from the Illinois Emergency Services Management Association and Logan County (or its agents).
12. Ensure the equipment's markings are not altered in any fashion without the written consent of the Illinois Emergency Services Management Association and Logan County. However, Host Jurisdiction may place one graphic logo on the equipment or resource to identify Host Jurisdiction.
13. Make the equipment available for inspection by a designated official of Illinois Emergency Services Management Association and Logan County.
14. Ensure that neither the equipment or any operational capacity of the equipment or resource is altered or modified in any significant manner, without the written consent of Illinois Emergency Services Management Association and Logan County.
15. Ensure that the equipment or resource is not removed from the State of Illinois without prior permission from the Illinois Emergency Services Management Association and Logan County.
16. Maintain compensation insurance for the replacement of the equipment or resource in the event of damage and shall indemnify Logan County for any claims resulting from the use of the equipment or resource.
17. Comply with the IESMA Generator Standard Operating Guidelines (SOG), copy of which is attached hereto as Attachment B and the Support Trailer Layout attached hereto as Attachment C.

Section 3. Equipment and Resources granted to Host Jurisdiction:

See Attachment A

Grantor shall have no obligation to replace or repair said equipment/resource. Equipment shall be titled in Host Jurisdiction.

Section 4. - Terms and Conditions

STANDARD ASSURANCES: The Host Jurisdiction assures that it will comply with all

applicable federal statutes, regulations, executive orders, and other federal requirements in carrying out any project supported by federal funds. The Host Jurisdiction recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Host Jurisdiction agrees that the most recent federal requirements will apply to the project.

RESERVATION: Grantor reserves the right to reclaim or otherwise invoke the Illinois Grant Funds Recovery Act on any and all equipment/resources given to Host Jurisdiction purchased with grant funds if said equipment/resource has fallen into neglect or misuse according to the standards and policies of Grantor or Host Jurisdiction fails to comply with the terms and conditions of this agreement. Illinois Emergency Services Management Association (IESMA) reserves the right to relocate equipment/resources. Upon demand, Host Jurisdiction shall assign the title to equipment or resource which is the subject of this agreement to Grantor, Logan County. Additionally, Host Jurisdiction may not substitute, exchange or sell any equipment/resource which is the subject of this agreement without the express written consent of Illinois Emergency Services Management Association and Logan County.

ACCOUNTING REQUIREMENTS: The Host Jurisdiction shall maintain effective control and accountability over all equipment, property, and other assets under this agreement required by Grantor. Host Jurisdiction shall retain records of repair and maintenance and a report made to Logan County by November 1 of each year.

LIABILITY: The Grantor assumes no liability for actions of the Host Jurisdiction under this agreement, including, but not limited to, the negligent acts and omissions of Host Jurisdiction's agents, employees and subcontractors in their performance of the Host Jurisdiction's duties as described under this agreement. Host Jurisdiction shall report to Logan County any equipment lost, damaged, or stolen within 72 hours. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment delivered pursuant to this agreement. As to nature and condition of said equipment, in the use of said equipment, the Host Jurisdiction agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the Host Jurisdiction agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including any attorney fees, arising from the intentional torts, negligence, or breach of the agreement by the Host Jurisdiction, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

DIRECTION AND INDEMNIFICATION: Advisor Illinois Emergency Services Management Association has provided direction to Logan County regarding the distribution, use and maintenance of the equipment and resources which are the subject of this agreement and will indemnify and hold Logan County harmless for any and all liability, loss, damage, cost or expenses, including any attorney fees incurred by Logan County as a result of this agreement.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois hereby authorizes McHenry County Emergency Management Agency, the host jurisdiction to continue to house and maintain said generators.

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Director of Emergency Management; the County Auditor; the Director of Facilities; the Director of Purchasing; the Deputy County Administrator; the Associate County Administrator - Finance and the County Administrator.

DATED at Woodstock, Illinois, this 15th day of July, A.D., 2014.

TINA R. HILL, Chairwoman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

ATTACHMENTS:

- McHenry Generator Inventory (PDF)



McHenry County Board

County Board Room
Woodstock, IL 60098

Meeting: 07/15/14 07:00 PM
Department: Emergency Management
Category: General
Prepared By: Robin Gibbs

SCHEDULED RESOLUTION

DOC ID: 3360

TO: McHenry County Board
FROM: David A. Christensen
DATE: July 15, 2014
SUBJECT: Resolution Authorizing Approval of an ILEAS Generator Agreement for Placement of Equipment

Board / Committee Action Requested: Approval of the Generator agreement between Logan County and the Emergency Management Agency

Background and Discussion: Establishment of this agreement will allow McHenry County Emergency Management to continue to hold and safeguard the 5 60KW standby rated CK Power mobile generators provided by ILEAS.

Impact on Human Resources: None.

Impact on Budget (Revenue; Expenses, Fringe Benefits): None.

Impact on Physical Space: Continued storage in the Klemm Building.

Attachments / Appendices:

- McHenry Generator Inventory (PDF)

HISTORY:

07/07/14 Law & Justice