

123-R-20

A RESOLUTION

Authorizing the City Manager to Sign a Memorandum of Understanding with Evanston Foreign Fire Tax Board for Funding Agreement for Fire Apparatus Equipment

WHEREAS, the City of Evanston currently owns Fleet 311R, a 1990 Pierce Arrow Aerial Ladder Truck; and

WHEREAS, National Fire Protection Association 1911 which is the standard for the inspection, maintenance, testing, and retirement of in-service emergency vehicles, recommends that apparatus over twenty-five (25) years old should be replaced. The existing reserve truck 311R is well over that at thirty (30) years old; and

WHEREAS, in the estimation of City of Evanston Fleet mechanics, 311R has reached its serviceable life; and

WHEREAS, Command Fire Apparatus (Lancaster County, PA) is selling a 2006 Pierce Dash 105' HD Aerial Ladder Truck for \$165,000; and

WHEREAS, the Evanston Foreign Fire Tax Board (EFFTB) agrees to initially front the entire cost (100%) of the replacement apparatus with the City of Evanston committing to reimburse the EFFTB 50% of this initial expenditure in three installments over the period of three years: 16.67% in FY2022, 16.67% in FY2023 and 16.67% in FY2024. EFFTB will coordinate with the City's Chief Financial Officer on the method of funding reimbursement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: The foregoing recitals are incorporated herein by reference as though fully restated.

SECTION 2: The City Manager is hereby authorized to sign the Memorandum of Understanding between the City and Evanston Foreign Fire Tax Board, attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional conditions of the MOU as she may determine to be in the best interests of the City and in a form acceptable to the Corporation Counsel.

SECTION 4: Resolution 123-R-20 shall be in full force and effect from and after its passage and approval in the manner provided by law.



Stephen H. Hagerty, Mayor

Attest:



Devon Reid, City Clerk

Approved as to form:



Kelley A. Gandurski, Corporation Counsel

Adopted: January 11, 2020

EXHIBIT 1

**Memorandum of Understanding Between the City of Evanston
and EFFTb**

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this “**Memorandum**”) is effective as December [], 2020 (the “**Effective Date**”), by and among EVANSTON FOREIGN FIRE TAX BOARD (“**EFFTB**”), and THE CITY OF EVANSTON, a municipal corporation (the “**City**”). EFFTB and the City are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, The EFFTB Board was formed through City Ordinance 101-0-09 and authorized by state statute, 65 ILCS 5/11-10-2; and

WHEREAS, EFFTB and the City have a long history of working together to enhance and support the City of Evanston and the Evanston Fire Department.

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

1. Recitals. The foregoing recitals are acknowledged to be accurate and are incorporated herein by reference.
2. Purpose.
 - a. The City of Evanston currently owns Fleet 311R, a 1990 Pierce Arrow Aerial Ladder Truck; and
 - b. National Fire Protection Association (NFPA) 1911 which is the standard for the inspection, maintenance, testing, and retirement of in-service emergency vehicles, recommends that apparatus over 25 years old should be replaced. The existing reserve truck 311R is well over that at 30 years old; and
 - c. In the estimation of City of Evanston Fleet mechanics, 311R has reached its serviceable life; and
 - d. Command Fire Apparatus (Lancaster County, PA) is selling a 2006 Pierce Dash 105’ HD Aerial Ladder Truck for \$165,000 (Quote attached as Exhibit A); and
 - e. The Evanston Foreign Fire Tax Board (EFFTB) agrees to initially pay for the entire cost (100%) of the replacement apparatus with the City of Evanston committing to reimburse the EFFTB 50% of this initial expenditure in three installments over the period of three years: 16.67% in FY2022, 16.67% in FY2023 and 16.67% in FY2024. EFFTB will coordinate with the City's Chief Financial Officer on the method of funding reimbursement.
3. Purchasing Framework.

After proper inspection and mechanical evaluation, both parties will select for purchase an appropriate and NFPA-compliant replacement apparatus for 311R. Once the vehicle is selected all relevant City of Evanston purchasing polices will be followed.

4. Funding.

EFFTB will initially pay for the entire cost (100%) of the replacement apparatus with the City of Evanston committing to reimburse the EFFTB 50% of this initial expenditure in three installments over the period of three years: 16.67% in FY2022, 16.67% in FY2023 and 16.67% in FY2024. The EFFTB Board will coordinate with the City's Chief Financial Officer on the method of funding reimbursement (e.g., check).

5. Effective Date and Term.

This Memorandum will be effective date on the date executed by the City ("Effective Date"). The Term for this Memorandum will extend to December 31, 2024.

6. Notices. Each notice required under this Memorandum (herein collectively "**Notice**") shall be in writing and effective when delivered, and shall be personally delivered or mailed, postage prepaid, return receipt requested, via next day delivery by UPS, FedEx, DHL or USPS via certified or registered mail to the following addresses (or to such other address as either Party may designate by written notice to the other):

If to the City:

City of Evanston
2100 Ridge Avenue
Evanston, IL 60201 Attn: City Manager

with copy to:

City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: Corporation Counsel

With a copy to:
Evanston Fire Department
909 Lake Street
Evanston, IL 60201
Attn: Chief Brian Scott

If to EFFTB:

Evanston Foreign Fire Tax Board
909 Lake Street
Evanston, IL 60201
Attn: William Muno

7. Miscellaneous.

a. This Memorandum shall be exclusively governed by and construed in accordance with the laws of Illinois, excluding its choice or conflict of law principles. All disputes and claims relating to this Memorandum not resolved between the Parties shall be resolved exclusively by binding arbitration applying Illinois law and administered by the International Institute for Conflict Prevention & Resolution in accordance with its arbitration rules, unless a different arbitrator is mutually agreed upon by the parties. The place of any such arbitration shall exclusively be Evanston, IL.

b. Neither Party shall be liable for any failure of or delay in the performance of this Memorandum for the period that such failure or delay is due to force majeure, including: war, terrorism, riots, fire, flood, tornado, earthquake, lightning, other acts of God, explosion, strikes, labor disputes, acts of state or governmental action prohibiting or impeding any party from performing its respective obligations hereunder, or any other reason beyond the reasonable control of such Party. In no event and under no theory of liability shall either Party be

liable to the other Party for incidental, indirect, consequential or special damages, or for more than the lesser of its insurance coverage and \$1,000,000.

c. This Memorandum constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, with respect thereto. This Memorandum may only be amended, modified or supplemented in writing signed by each Party; provided, however, that EFFTb may unilaterally amend this Memorandum in order to reflect any applicable law, rule, regulation or licensing requirement, or change thereof, and shall give the City written notice thereof. This Memorandum shall equally apply to any successor or permitted assign of any Party. No Party may assign or delegate its rights or obligations hereunder without the prior written consent of the other Party. This Memorandum does not confer any right, benefit or remedy upon any individual, entity or municipality that is not a Party hereto. If any provision of this Memorandum is determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Memorandum, and the Parties shall negotiate in good faith to modify this Memorandum so as to effect the original intent of the Parties as closely as possible. No failure or delay in exercising any right or remedy shall be a waiver thereof. No waiver shall be effective unless in writing and signed by the party so waiving. This Memorandum may be executed in counterparts and delivered by electronic means (fax, email, DocuSign).

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding as of the Effective Date.

EVANSTON FOREIGN FIRE TAX BOARD

By: _____
Name: William Muno
Title: EFFTb President

THE CITY OF EVANSTON

By: _____
Name: Erika Storlie
Title: City Manager

EXHIBIT A
QUOTE FOR 2006 PIERCE DASH AERIAL LADDER TRUCK



Lancaster County PA
~ A FIREFIGHTER OWNED
& OPERATED COMPANY ~

20 Wildflower Lane ■ Lancaster, PA 17603
www.sellfiretrucks.com ■ email: glenn@sellfiretrucks.com
1.866.238.6688 ■ Fax: 717.735.0228

December 17, 2020

Quote to Supply Used Fire Apparatus

Purchaser: Evanston Fire Department
Evanston IL

Description: 2006 Pierce Dash 105' HD Aerial Ladder (No Pump & Tank) Dash Chassis with 10.00" raised roof cab, air conditioning, center crew cab EMS cabinet with roll-up door, window defrost fans in front, heated & remote mirrors, four (4) person seating with 3 SCBA seats, TAK4 front suspension, stainless steel wheel covers, Cummins ISM 450 HP diesel engine, Allison EVS400 automatic transmission with transmission retarder, Vogel chassis lube system, Pierce aluminum body, large transverse compartment behind the cab with roll-up doors, four (4) other compartments each side with roll-up doors, transverse area above the torque box for stokes basket storage, stainless steel guard pans for each roll-up door, three (3) slide-out trays, vertical tool board, eight (8) adjustable shelves, spare SCBA bottle compartments, ladder and pike pole storage in torque box with roll-up door, aluminum ground ladders, two (2) 35' - 2 sect, 28' - 2 sect, 16' roof, 14' roof (mounted on aerial base section), 18' roof, 10' folding, two (2) 12' pike poles, two (2) 10' pike poles, two (2) 8' pike poles, four (4) other roof hooks, Harrison 10 KW hydraulic generator, eight (8) Kwik-Raze 120 volt 750 watt scene lights (body and aerial mountings), electric cable reel with 250 ft of 10/3 cable, Pierce 105' heavy duty aerial, lifting eye / rope rescue attachment, nozzle guard, 5.00" aerial waterway with rear inlet, Akron electric monitor and nozzle, quick lock water way locking system, Safety Vision color back up camera, Whelen LED DOT lights, Whelen side and rear scene lights, two (2) GOLIGHT remote control spotlights on cab roof, dual air horns, Federal EQ2B siren, Power Arc warning lights, rear traffic directing light, 245.00" wheelbase, 67,500 lbs. GVWR, ONLY 827 aerial hours, 7,407 engine hours, 59,031 miles.

Overall Height: 11 ft. - 6 in.

Overall Length: 40 ft. - 6 in.

The quote includes the following items:

A current aerial test on the unit.

A new Federal DOT safety inspection sticker on the vehicle.

A full service of all filters and fluids. (Shop order attached)

A check of all systems and operations of the unit.

A one-year third-party powertrain warranty on the vehicle.

Delivery of the vehicle to your firehouse.

Clean and remove any surface corrosion and undercoat the underside and outrigger and torque box on the unit.

Paint the exterior yellow and white surfaces to the red paint code your department utilizes in its fleet.

Advertise your existing Pierce rear-mount 105' aerial on our website and Facebook social media pages.

Install the basic graphics to the vehicle as shown in the photograph supplied to our company.

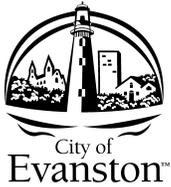
*Additional repairs to be performed by the vendor are noted in the attached letter to vendor dated December 10, 2020 and the vendor's response emailed to the City on December 14, 2020

Purchase price: \$ 165,000.00

Contact Info: Command Fire Apparatus Lancaster PA

Glenn D. Usdin, President

Phone: 717-735-0206 email: glenn@sellfiretrucks.com



Memorandum

To: Glenn D. Usdin, President, Command Fire Apparatus

From: Brian Scott, Evanston Fire Chief
William Muno, Evanston Fire Shift Chief
Sean Ciolek, Division Manager of Facilities & Fleet Management - Evanston
Kenneth Palmer, Facilities & Fleet Management Supervisor - Evanston

Subject: 2006 Pierce Dash (Job # 17808) City of Evanston Fleet Management Inspection Report

Date: December 10, 2020

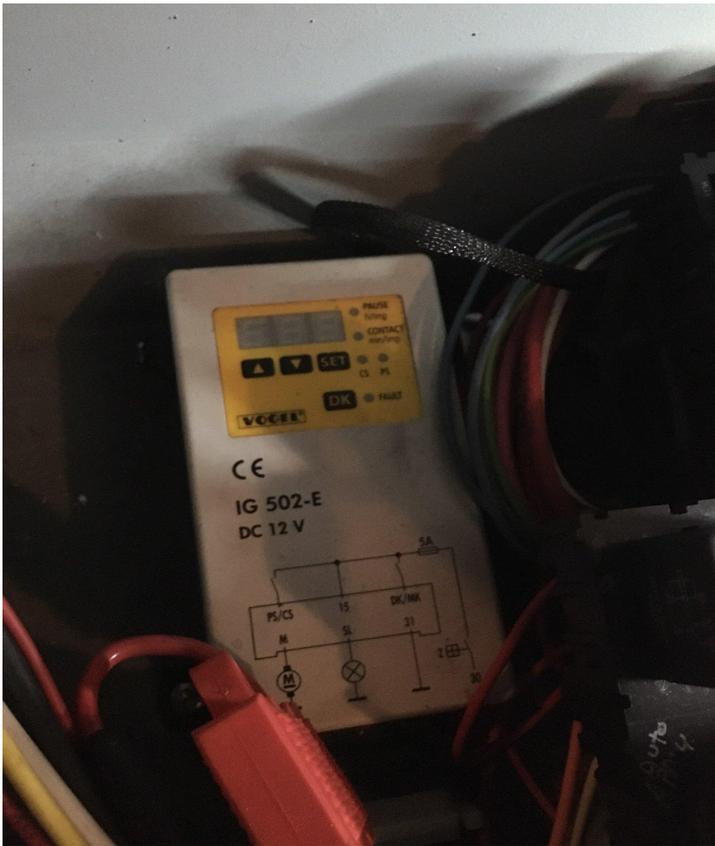
Summary

City of Evanston Fleet mechanics inspected the used 2006 Pierce Dash that is for sale through Command Fire Apparatus (CFA) on December 8 and 9. Although there are a few issues staff would like to discuss, as a whole, we believe this is a sound piece of equipment.

Fleet mechanics provided a handwritten list of the issues to CFA staff after the inspection. This memo documents the issues along with photographs to help facilitate conversation. The City of Evanston is still interested in the purchase of this equipment but needs to determine if the concerns will be addressed by CFA as part of the purchase.

The initial rough estimate is approximately \$20,000 to \$50,000 in necessary repairs to address these deficiencies; however, the cost cannot be determined until we receive specified quotes. Although it is our understanding that some items will be addressed in addition to preventative maintenance that Command Zone is planning to perform before any transaction, staff would like to take the time to work out specifics prior to seeking approval from City Council.

The issues that our Fleet mechanics have discovered are detailed as follows:



1. Auto lube system is disconnected. No power to unit.

2. Multiple joints not getting greased. There is also a valve rusted off an auto lube line on the frame (not pictured).





3. Tak-4 suspension, torsion bar & ball joints should be replaced.



4. Transmission filter housing leaking.



5. Emergency Engine Shut-off disconnected.



6. Active Coolant Leak.



7. Potential active coolant leak. Signs of dried coolant.

Additional issues noted, but not photographed are as follows:

- Steer tires need replacing
- PTO pump is leaking
- Multiple engine oil leaks
- Power steering fluid leak
- Needs PMB – front pads visually worn
- A/C needs pressure testing & fill – Freon low
- Audible air brake leak
- Multiple interior & exterior lights inoperable
- Passenger rear door latch weak/intermittently inoperable
- Driver side rear window frozen rolling up
- Back up camera inoperable
- Door sensor alarms going off when being driven
- Lower ball torn, covered with silicone
- Front end creaking – most likely ball joints

City staff understands that with the purchase of any used equipment, there is a certain amount of work that the buyer will incur. We would like to meet with you to discuss the concerns noted above, and determine which items will be addressed by CFA and/or the City of Evanston, specifically the Coolant Leak, Auto Lube System & Front End Suspension. We are confident that we can come to an acceptable agreement for all parties.