

10/16/2018

121-O-18

AN ORDINANCE

**Authorizing the Donation of an Ambulance to the North Regional
Major Crimes Task Force Organization for Use by the Major
Crimes Assistance Team**

WHEREAS, the North Regional Major Crimes Task Force (NORTAF) has a team, Major Crimes Assistance Team (MCAT), that responds to fatal or potentially fatal traffic crashes in 13 surrounding communities, including Evanston; and

WHEREAS, the Evanston Police Department has several members on MCAT and the team responds to an average of 16 crashes per year, but have gone out up to 24 times in one year. MCAT utilizes an ambulance to store all the equipment used by our crash reconstructionists and forensic investigators while on the scene of the crash; and

WHEREAS, the City Council of the City of Evanston hereby finds that it is no longer necessary, practical, or economical to retain ownership of a certain ambulance as part of its fleet vehicles; and

WHEREAS, the City wishes to donate a 2005 International 4300 Medtec Box Ambulance ("Vehicle") to NORTAF for use by MCAT pursuant to the terms and conditions contained in the Donation Agreement, attached as Exhibit 1,

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

SECTION 1: The above recitals are found as fact and made a part hereof.

SECTION 2: That, pursuant to Section 1-17-3(B) of the City Code of the City of Evanston, 2012, as amended, the City Council finds that the fleet vehicle described in Exhibit 1, attached hereto and incorporated herein, has an aggregate value in excess of one thousand five hundred dollars (\$1,500.00).

SECTION 3: Pursuant to Section 1-17-3(B), the City Council hereby authorizes and directs the City Manager to donate and convey evidence of ownership of the ambulance now owned by the City of Evanston to NORTAF.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: That if any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.

SECTION 6: That this Ordinance 121-O-18 shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

Introduced: December 10, 2018

Approved:

Adopted: January 14, 2019

February 1, 2019



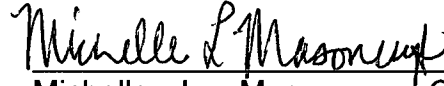
Stephen H. Hagerty, Mayor

Attest:



Devon Reid, City Clerk

Approved as to form:



Michelle L. Masoncup, Corporation
Counsel

EXHIBIT 1
DONATION AGREEMENT



**CITY OF EVANSTON AND NORTAF MCAT
VEHICLE DONATION AGREEMENT**

THIS AGREEMENT is entered into this ____ day of _____, 2018 by and between the City of Evanston (hereinafter, "City"), an Illinois municipal corporation, 2100 Ridge Avenue, Evanston, Illinois 60201 and North Regional Major Crash Assistance Team (hereinafter, referred to as "NORTAF MCAT"). The City and the Donor will be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the City wishes to donate a 2005 International 4300 with Medtec Box Ambulance ("Vehicle") to NORTAF Major Crash Assistance Team pursuant to the terms and conditions contained herein; and

WHEREAS, NORTAF wishes to accept full ownership of the Vehicle from the City for the use and benefit of NORTAF MCAT operations, which provides assistance in fatal or potentially fatal traffic crashes in 13 communities, including Evanston; and

NOW, THEREFORE, the City and NORTAF MCAT, in consideration of the mutual covenants set forth below, hereby agree as follows; having first found the foregoing recitals as fact:

AGREEMENT

1. **DONATION:** Donor transfers all rights of ownership to the Vehicle listed on this Agreement below to NORTAF (the "Donation"). Donor will deliver the Vehicle to NORTAF free and clear of any liens, claims or other encumbrances of any type. Donor will furnish a signed, sworn and notarized Certificate of Title, attached hereto and incorporated herein as Exhibit "1", to NORTAF certifying that the Donation is free of liens, claims, and other encumbrances. This Section will survive termination of this Agreement.

Vehicle Year:	2005	Vehicle Make:	International
Vehicle Model:	4300 SBA LP	Vehicle Color:	Red
Vehicle Identification Number ("VIN"):			1HTMNAAMX5H162403
Vehicle Mileage:	90,518	Vehicle Value:	\$5,000

2. **DONATION PURPOSE:** Parties understand and agree that the Vehicle will be available for general use by NORTAF MCAT in accordance with NORTAF policies.

Further, the Vehicle will be maintained as an asset of in accordance with NORTAF policies for as long as it will be reasonable to do so.

3. **LIABILITY.** The will bear the risk of loss of, or damage to, the Vehicle until the Vehicle is delivered to NORTAF. Upon acceptance of the Vehicle, NORTAF will bear the risk of loss of, or damage to, the Vehicle. NORTAF hereby releases the City of Evanston of all future liability and claims. NORTAF will indemnify the City for any claims arising out its use of the Vehicle filed by third parties.
4. **SALE OF VEHICLE.** Should NORTAF wish to sell, donate, or otherwise divest itself of the Vehicle, NORTAF may do so without restrictions.
5. **NOTICE.** Notices under this Agreement are to be in writing and directed to:

City of Evanston:
Attn: City Manager's Office
2100 Ridge Avenue
Evanston, Illinois 60201

NORTAF:
Attn: Skokie Police Chief
7300 Niles Center Road
Skokie, Illinois 60077

With a copy to:
Law Department
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

6. **APPLICABLE LAW.** The law of Illinois, including its conflicts of law provisions, shall apply to interpretation and enforcement of this Agreement. Venue shall be within Cook County, Illinois. The parties waive trial by jury.
7. **SEVERABILITY.** In the event any provision(s) of this Agreement are found by a court of competent jurisdiction to be in violation of applicable law, provision(s) unaffected thereby shall be in effect.
8. **ENTIRE AGREEMENT.** This document represents the entire Agreement between the City and Donor. Any and all prior agreements, undertakings written and oral, are hereby superseded. This Agreement, and the terms, provisions, promises, covenants and conditions herein, shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS HEREOF, the Parties have caused this agreement to be executed and the Effective Date will be the date that the City executes the Agreement (“Effective Date”).

NORTAF:

City of Evanston:

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Exhibit 1
Certificate of Title

STATE OF ILLINOIS

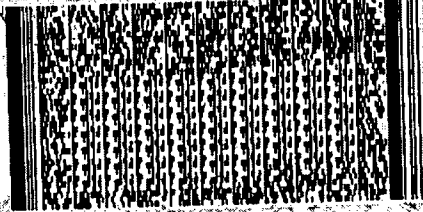
CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO. HTMNAAMX5H162403 YEAR 2005 MAKE INTERNATIONAL MODEL 4000-SERIES 4300 BODY STYLE REGLR CAB TITLE NO X6006153022

DATE ISSUED 01/06/06 ODOMETER 288 PURCHASED NEW PURCHASE DATE 09/26/05

MAILING ADDRESS

CITY OF EVANSTON 2020 ASBURY AVE EVANSTON IL 60201-1262



TYPE OF TITLE ORIGINAL

OWNER(S) NAME AND ADDRESS CITY OF EVANSTON 2020 ASBURY AVE EVANSTON IL 60201-1262

LEGEND(S) ACTUAL MILEAGE

FIRST LIENHOLDER NAME AND ADDRESS

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN The holder of Lien on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

By Firm Name Signature of Authorized Agent Date

NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State.

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: 1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage.

Signature(s) of Seller(s) DATE OF SALE Printed Name(s) of Seller(s) Signature(s) of Buyer(s) Printed Name



Jesse White, Secretary of State of the State of Illinois do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon...

D39433572 CONTROL NO.

Jesse White JESSE WHITE Secretary of State