



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
November 12, 2020

Department Dept of Safety

Director Approval David Cowan

AGENDA ITEM Consider an agreement with the City of Cherryvale regarding sharing Fire/EMS equipment.

SUMMARY RECOMMENDATION City staff recommends approval of an equipment sharing agreement with Cherryvale Fire-EMS.

BACKGROUND The Interlocal Cooperation Agreement between Independence, Labette Health, and Cherryvale Fire-EMS has allowed for a coordinated effort between the services to work together and foster improved quality of care and service. Independence Fire-EMS recently was awarded a grant for new ventilators for our EMS units. We can provide Cherryvale Fire-EMS with an Auto Vent 3000 for use on their ambulance with the new ventilators. In return, Cherryvale Fire-EMS has provided rescue tools to assist us with additional equipment in Independence.

BUDGET IMPACT No budget impact

SUGGESTED MOTION I move to authorize the mayor to sign the equipment sharing agreement between Independence Fire-EMS and Cherryvale Fire-EMS.

SUPPORTING DOCUMENTS Agreement

EQUIPMENT SHARING AGREEMENT

This Agreement is entered into by and between the **City of Independence, Kansas**, on behalf of the Independence Fire/EMS Department, hereafter IFD, and the **City of Cherryvale, Kansas**, on behalf of the Cherryvale Fire/EMS Department, hereafter CFD.

Whereas, IFD owns the following piece of equipment:

Autovent3000 2.0 (hereafter IFD Equipment)

And Whereas, CFD owns the following equipment:

Hurst Extrication Tools including:

2 Power Plants

2 Cutters

1 Spreader

1 Combination Tool

1 Hand Tool

2 Rams

6 Hydraulic Hoses

(hereafter CFD Equipment)

And Whereas, the parties wish to exchange the above equipment pursuant to the terms and conditions hereafter stated.

Now Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree to the following:

1. **Exchange of Equipment:** IFD agrees to loan the IFD Equipment to CFD. CFD agrees to loan the CFD Equipment to IFD.
2. **Ownership:** Ownership of the equipment being loaned by each party shall not change to the other party, and the loaning party shall retain ownership.
3. **Maintenance:** The receiving party shall be responsible for upkeep and maintenance of the equipment received from the other party.
4. **Return:** Either party can request that the equipment loaned to the other party shall be

returned at any time forthwith.

5. **Termination:** This agreement shall continue in existence until it is terminated either by mutual agreement of the parties or by thirty days' written notice by either party for any reason.

CITY OF INDEPENDENCE, KANSAS

By: _____
Leonhard Caflish, Mayor

ATTEST:

David W. Schwenker, City Clerk

Reviewed and Approved by:

Shawn Wallis, Fire/EMS Chief

CITY OF CHERRYVALE, KANSAS

By: _____
Gary D. Minnich, Mayor

ATTEST:

Karen Davis, City Clerk

Reviewed and Approved by:

Tristan Roegner, Fire/EMS Chief