**EQUIPMENT SHARING AGREEMENT:**

**MULTI-TOWN EQUIPMENT COOPERATIVE**

**ICE GRANT**

**WHEREAS**, General Statutes § 7-148cc establishes a process wherein municipalities may develop and implement Equipment Sharing Agreements to provide shared equipment and other assets; and

**WHEREAS**, Section 75 of Public Act 11-57 establishes the Intertown Capital Equipment Purchase Incentive (ICE) Program, intended to foster and enhance joint provisions of municipal equipment sharing across town borders; and

**WHEREAS**, the exchange, furnishing or providing by one or more municipalities for joint use of certain equipment has been found to be of benefit to all participating municipalities, both in making more equipment available and in reducing the cost of such equipment use; and

**WHEREAS**, the Towns of \_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_\_\_, \_\_\_\_\_\_\_, and \_\_\_\_\_\_\_ (“the Participating Municipalities”) desire to enter into an Equipment Sharing Agreement for the shared use of equipment (set forth in Schedule A to this agreement); and

**WHEREAS**, a portion of the equipment is expected to be purchased through grant funding from the State of Connecticut as part of the ICE Program and the balance will be shared among the Participating Municipalities.

 **WHEREAS**, the Participating Municipalities are in receipt of the following grant from the Intertown Capital Equipment (“ICE”) Purchase Incentive Program, General Statutes § 4-66m:

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| --- | --- | --- |
| GRANT | EQUIPMENT | GRANT AMOUNT |
| ICE- |  |  |
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 **WHEREAS**, the ICE grant program is administered by the State of Connecticut Office of Policy and Management (“OPM”).

**NOW THEREFORE**, to accomplish the goal of providing necessary municipal services in an efficient manner by sharing equipment with neighboring towns, each Participating Municipality hereby adopts this Equipment Sharing Agreement (“the Agreement”) according to the following terms:

 1. Title Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert lead Town name) shall be the “title owner” for the initial piece of Equipment listed on Schedule A and it will be carried on its schedule of property for insurance. In the event of damage to the Equipment which results in an insurance claim, the deductible will be payable by the municipality that had use of the Equipment at the time of the accident, said use defined herein as “care, custody, and control”. The insurer for the Title Owner represents and agrees that the deductible may be paid by a town other than the title owner town and that such payment shall not prevent payment of the claim. For subsequent pieces of equipment covered by this Agreement, the designated title holder shall be defined in Schedule A as amended from time to time. Each Participating Municipality agrees to cover the equipment while in its care, custody or control, for general liability coverage.

 2. Governing Committee: Each Participating Municipality shall appoint the Town’s chief executive officer or designee as the point of contact for this Agreement (collectively “the Committee”). The Committee shall address any concerns that come up which are not explicitly defined in the Equipment Sharing Agreement and will be the ultimate arbiter of any disagreements among towns relative to any aspect of the Agreement. The Committee will be advised by the public works managers of each Participating Municipality relative to issues related to acquisition, use and maintenance of equipment.

 3. Liability: Each Town will be responsible for any liability issues including but not limited to claims by its employees and by third parties that arise out of an event that occurs while it has care, custody and control of the Equipment.

 4. Hold Harmless: The Participating Municipalities agree that the title owner municipality shall be held harmless from any and all claims of liability and expenses related to those claims that may arise from an occurrence when the equipment is in the possession of another Participating Municipality. As a condition to the title owner municipality agreeing to enter into this Equipment Sharing Agreement, each of the Participating Municipalities agrees to execute not later than the execution of this Agreement, a hold harmless and indemnification agreement in a form approved by the chief administrative officers of each participating municipality and satisfactory to the title owner municipality. The hold harmless and indemnification agreement will include indemnification and/or attorney’s fees for any “suit” in which the title owner municipality is a party, including but not limited to disputes with regard to liability and any other associated collection costs. Irrespective of any other provision to the contrary in this Equipment Sharing Agreement, the title owner municipality may withdraw from the Agreement if any of the other Participating Municipalities has failed to execute such a hold harmless and indemnification agreement by that date.

 5. Amendments: The Agreement may be amended by vote of the legislative body of each Participating Municipality in the same manner as its adoption. The Participating Municipalities agree that additional municipalities may join this Agreement through an amendment to the Agreement as set forth in this section. The process to allow additional members to join the Agreement shall be established by the Committee and made an exhibit to the Agreement. The Participating Municipalities shall be empowered to add to or subtract from the listed equipment from time to time upon the majority vote of the Committee members without amendment to this Agreement. The title owner municipality shall notify its insurance carrier of any and all additions or subtractions. It shall be the responsibility of each Participating Municipality to properly train its operators to use the equipment subject to this Equipment Sharing Agreement.

 6. Operational Considerations: The following operational considerations shall be enforced by the Participating Municipalities through their respective Committee representatives:

 a. Housing: The equipment shall be housed in the municipality to last use it unless, by vote of the Governing Committee, the decision is made to house the equipment in a different location.

 b. Maintenance: The town housing the equipment will be responsible for performing routine maintenance based upon the manufacturer’s recommendations; keeping a log of equipment usage including town utilization, operator, hours of use and mileage; inspecting the equipment in cooperation with the municipal operator prior to and after each use by a Participating Municipality; completing a checklist on equipment condition before and after each use by a Participating Municipality; and documenting any damage in writing. Copies of any damage reports should be sent to the Governing Committee as soon as possible after the damage occurs.

 c. Insurance: The equipment will be covered under \_\_\_\_\_\_\_\_\_\_\_\_\_ (Lead Town’s) insurance policies. Any liability insurance of the municipality that is using the equipment shall be considered primary over any other collectible insurance regardless of any other insurance clauses.

 d. Insurance Deductible: If equipment is damaged by operator negligence in any town and insurance covers repair of the damage to the equipment, any deductible on that insurance will be reimbursed to the housing town by the town responsible for the operator’s performance.

 e. Operating Costs: The housing town will cover routine operating costs (maintenance, insurance) and will bill the other towns on a regular basis (quarterly or annually). Routine operating and maintenance costs other than fuel will be shared among the four towns in an equitable manner determined by the Governing Committee. The municipality using the equipment is responsible for transporting the equipment to and from the housing facility. Fuel will be provided by the town using the equipment; each Participating Municipality agrees to take the equipment full and return it full.

The Committee shall develop an equitable method for handling operating costs and more extensive repair and replacement costs. This fee schedule for operating costs and repair and replacement costs of each piece of equipment covered by the Agreement shall be set forth in Schedule B. The housing town will periodically evaluate each piece of equipment acquired under this agreement and each year will provide the Committee with an estimate of the cost of maintenance for the coming fiscal year prior to the annual budget cycle so that each town can plan for their share of the cost in its annual budget.

 f. Operator Proficiency: Each Participating Municipality shall be responsible for ensuring that its staff is competent to use the Equipment and for addressing staff performance issues under the town’s personnel policies should the Equipment be misused or damaged by an operator in that town.

 g. Scheduling Use: Scheduling will be managed by the public works managers of each Participating Municipality.

 h. Municipal Participation: The agreement will remain in force as long as at least two towns continue to participate.

 i. Public Works Assistance Agreement: If a Participating Municipality elects to retain the services of the personnel from another Participating Municipality for the operation of the Equipment, the terms and conditions of the arrangement shall be subject to a separate agreement between the two Participating Municipalities.

 7. Term: Subject to Section 10 herein, this Agreement shall remain in effect for five (5) years, with the first year beginning on \_\_\_\_\_\_(enter effective date) and the last year expiring on \_\_\_\_\_\_\_\_\_\_(enter date). The Agreement shall automatically renew for successive terms of five (5) additional years unless all but one Participating Municipality provides a written notice to the others of its election not to renew the Agreement for another five (5) assessment years. Such notice must be provided at least sixty (60) days prior to the scheduled expiration of the original or any renewal term of the Equipment Sharing Agreement. Notwithstanding the foregoing, this Agreement shall terminate fifteen (15) years from the date of its execution by the three originating Participating Municipalities.

 8. Dispute Resolution: Disputes arising from the operation or interpretation of this Equipment Sharing Agreement that cannot be resolved by the Participating Municipalities shall be submitted to mediation and arbitration to the American Arbitration Association (AAA) according to its rules and procedures.

 9. Governing Law: This Equipment Sharing Agreement shall be governed by the laws of the State of Connecticut. Any changes to the Equipment Sharing Agreement not within the scope of the powers granted to the Governing Committee shall be in writing in a document duly executed by each Participating Municipality. The Participating Municipalities may separately execute counterpart originals of this Equipment Sharing Agreement (and any amendments thereto) which together shall be deemed to constitute one and the same agreement.

 10. Adoption: This Agreement shall be adopted in accordance with General Statutes section 7-339c. The Participating Municipalities agree to follow the procedures for review of this Agreement at least once every five years set forth in General Statutes § 7-148cc.

 11. Execution: The Chief Executive Officer of each of the Participating Municipalities is hereby authorized to execute this Equipment Sharing Agreement after authorization of the Agreement by the Town’s legislative body.

WHEREFORE, each Participating Municipality has duly approved and caused to be executed this Equipment Sharing Agreement on the dates set forth below, to be effective for the year commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (enter the date of commencement).

This First Amendment may be approved by counterparts by each Participating Municipality.

*[Remainder of Page Intentionally Left Blank]*

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| TOWN OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By:Title: | TOWN OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By:Title: |
| Date: | Date: |
| TOWN OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By:Title: | TOWN OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By:Title: |
| Date: | Date: |

(\*Note: be sure all parties sign and date the agreement prior to the effective date of the agreement.)

**SCHEDULE A**

**EQUIPMENT SHARING AGREEMENT:**

**MULTI-TOWN EQUIPMENT COOPERATIVE**

|  |  |
| --- | --- |
| **Equipment List:** | **Title Owner:** |
| (enter equipment description and model) | (enter named of lead town) |
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**SCHEDULE B**

**EQUIPMENT SHARING AGREEMENT:**

**MULTI-TOWN EQUIPMENT COOPERATIVE**

**Fee schedule for operating, repair and replacement costs**

*[to be determined by the Committee]*