

**EQUIPMENT SHARING AGREEMENT:  
FARMINGTON VALLEY TRAIL MAINTENANCE**

**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**, 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**, Avon, Simsbury, Canton, Farmington, Granby, East Granby, Suffield and Burlington (“the Participating Municipalities”) desire to enter into an Equipment Sharing Agreement for the shared use of trail maintenance equipment for the ongoing maintenance of the Farmington Valley Trail; and

**WHEREAS**, maintenance of the Farmington Valley Trail is well suited to the sharing of equipment because the trail runs through each Participating Municipality; and

**WHEREAS**, the equipment will be purchased through funding from the State of Connecticut as part of the Regional Performance Incentive Grant Program, administered by the Capitol Region Council of Governments, which program is intended to foster and enhance joint provisions of municipal services across town borders.

**NOW THEREFORE**, to accomplish the goal of maintenance of the Farmington Valley Trail across town borders, each Participating Municipality hereby adopts this Equipment Sharing Agreement according to the following terms:

1. The Governing Board as defined below shall designate one municipality as the “title owner” of the equipment 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 Participating Municipalities 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. Each participating municipality agrees to cover the equipment while in its care, custody or control, for general liability coverage.

2. 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.

3. 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 January 15, 2009, a hold harmless and indemnification agreement in a form approved by the Governing Board and satisfactory to the title owner municipality. This hold harmless and indemnification agreement will include indemnification and /or attorneys 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.

4. The equipment subject to this Equipment Sharing Agreement is set forth in Schedule A to this Agreement. The Governing Board shall be empowered to add to or subtract from the listed equipment from time to time upon the majority vote of the membership of the Governing Board 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.

5. The following operational considerations shall be enforced by the Participating Municipalities through the Governing Board:

- a. Housing: The equipment shall be housed in the title owner municipality unless, by vote of the Governing Board, 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. The Governing Board shall develop a method for handling more extensive repairs. The housing town will periodically evaluate each piece of equipment acquired under this agreement and each year will provide the Governing Board 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.
- c. Insurance: The equipment will be covered under the housing 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 split equally among

the eight towns with each town paying 1/8 of the costs. Fuel will be provided by the town using the equipment; each Participating Municipality agrees to take the equipment full and return it full.

- f. Operator Proficiency: Each Participating Municipality shall be responsible for ensuring that its staff assigned to the equipment in that town is competent to use that 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.

7. This Equipment Sharing Agreement shall remain in effect for five (5) years, with the first year beginning on November 1, 2008 and the last year expiring on October 31, 2013. The Equipment Sharing Agreement shall automatically renew for successive terms of five (5) additional years unless all but one Participating Municipality provides a written notice to the other of its election not to renew the Equipment Sharing Agreement for another five (5) assessment years. Such notice must be provided at least thirty (30) days prior to the scheduled expiration of the original or any renewal term of the Equipment Sharing Agreement. In no event shall the Agreement extend beyond 40 years from November 1, 2008.

8. The Participating Municipalities shall establish a Governing Board to accomplish the purposes of this Equipment Sharing Agreement. Each Participating Municipality shall appoint the Town's chief administrative officer or designee as its member of the Governing Board. Each Participating Municipality shall have one voting member on the Governing Board. The Governing Board 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 Governing Board will be advised by the public works managers of each Participating Municipality relative to issues related to acquisition, use and maintenance of equipment.

9. 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.

10. 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 Board 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.

11. The Participating Municipalities agree to follow the procedures for adoption and for review at least once every five years of this Equipment Sharing Agreement set forth in General Statutes §7-148cc.

12. The Chief Executive Officer is hereby authorized to execute this Equipment Sharing Agreement.

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 November 1, 2008.

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TOWN OF AVON

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By:  
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TOWN OF CANTON

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By:  
Its:

TOWN OF EAST GRANBY

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By:  
Its:

TOWN OF SUFFIELD

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By:  
Its:

TOWN OF SIMSBURY

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By:  
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TOWN OF FARMINGTON

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By:  
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TOWN OF GRANBY

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By:  
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TOWN OF BURLINGTON

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By:  
Its:

**Attachment A**

**EQUIPMENT SHARING AGREEMENT:  
FARMINGTON VALLEY TRAIL MAINTENANCE**

**Equipment List:**

- Utility Maintenance Vehicle with attachments (1)
- Excavator (1)
- Snorkel Lift (1)

*Last Revised: 11/13/08*

**EQUIPMENT SHARING AGREEMENT  
FARMINGTON VALLEY TRAIL MAINTENANCE**

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

**Whereas**, the undersigned municipalities have entered into an Equipment Sharing Agreement for maintenance of the Farmington Valley Trail (“the Agreement”); and

**Whereas**, while all municipalities that are parties to the Agreement shall have use of the equipment covered by the Agreement, one municipality shall hold title to the equipment (“the title owner municipality”); and

**Whereas**, the Agreement requires that when a municipality uses the equipment it shall assume the care, custody and control of the equipment and shall defend, indemnify and hold all other participating municipalities harmless from any and all claims arising from the use of the covered equipment;

**Now, Therefore**, the Participating Municipalities hereby agree to the following hold harmless and indemnification provision which shall be incorporated into the Agreement as if fully set forth:

1. The terms used in this Hold Harmless and Indemnification Agreement shall have the same meaning as the terms used in the Agreement.

2. The Municipality with the care, custody and control of the equipment covered by the Agreement (hereinafter, the “Using Municipality”), shall defend, indemnify and hold harmless the title owner municipality and all of the Participating Municipalities including but not limited to their elected officials, their officers, employees and agents, from any and all suits, claims or any action of any kind whatsoever in any forum whatsoever whether in law or equity arising from personal injury or property damage brought by any person or entity whatsoever, arising

from any act, error, or omission of Using Municipality or its employees, sub-contractors, agents and assigns, occurring during the Using Municipality's use of the equipment. The Using Municipality shall indemnify and defend the title owner municipality and the Participating Municipalities with respect to negligence and the negligence of any and all of their employees, sub-contractors, agents and assigns, including, but not limited to elected officers, employees and agents, from any and all losses for liabilities resulting from any such claims, including but not limited to, damage awards, costs and attorneys fees.

3. For purposes of the Agreement and for this Hold Harmless and Indemnification Agreement, the use of the equipment shall begin when the Using Municipality takes possession of the equipment at the title owner's storage facility and shall end when the Using Municipality delivers he equipment back to the title owner's storage facility.

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TOWN OF AVON

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By:  
Its:  
Date:

TOWN OF SIMSBURY

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By:  
Its:  
Date:

TOWN OF CANTON

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By:  
Its:  
Date:

TOWN OF FARMINGTON

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TOWN OF EAST GRANBY

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TOWN OF GRANBY

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TOWN OF SUFFIELD

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By:  
Its:  
Date:

TOWN OF BURLINGTON

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By:  
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