
Mutual Equipment Sharing Agreement

This Agreement is made and effective _____, by and between CITY OF SOUTH BURLINGTON and CITY OF BURLINGTON, by and through their fire departments.

It being in the mutual interest of the parties that one may borrow certain equipment from the other for the purpose of municipal operations, the Parties hereby agree to lend and borrow to and from each other equipment needed by their respective fire departments for the performance of departmental duties under the conditions set forth in this Agreement.

1. The Parties shall memorialize the sharing of equipment in writing. Writings memorializing equipment sharing loans shall state a description of the Equipment and its Stated Value, the term of the loan noting the commencement and expiration dates, and a statement acknowledging that the loan agreement is being made subject to the terms of this Agreement. The Parties may agree to lend/borrow the Equipment for additional periods of time provided that such additional loans of the Equipment shall be separately documented in writing and such additional loans shall be deemed a renewal of this Agreement for the applicable loan term.
2. There will be no charge for the use of the Lender's equipment.
3. The Lendee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, and local laws, ordinances and regulations. Without limiting the foregoing, the Lendee shall only allow persons properly trained, qualified, and, as applicable, licensed and approved, to operate the Equipment.
4. The Lendee, at its own cost and expense, shall keep and return the Equipment in good repair, condition and working order and shall furnish any and all parts, fuels, fluids, mechanisms and devices required to keep and return the Equipment in good mechanical working order.
5. The Lendee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of the Lendee under this Agreement. In the event of loss or damage of any kind whatever to the Equipment, within 30 days the Lendee shall, at the Lender's option: Place the same in good repair, condition and working order; or replace the same with like equipment in good repair, condition and working order; or pay to Lender the Stated Valuation of the Equipment.
6. At all times during which the Equipment is loaned to the Lendee, the Lendee shall continuously maintain and pay for all risk insurance coverage against loss of and damage to the Equipment for not less than the Stated Value of the Equipment. The Lender shall add the Lendee as an additional insured on its general, automobile, and umbrella liability policies and shall add the Lendee as a loss payee on its inland marine policy. Such insurance shall be primary and non-contributory for the Lendee as an additional insured. The Lendee shall name the Lender (and any financing company) as "loss Payee" on the insurance policies providing physical damage coverage on the loaned Equipment.
7. The Lender will indemnify and hold the Lendee and its officers, employees, and agents harmless from and against any costs, damages and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any demand or claim made or asserted or any lawsuit or other legal action filed against the Lendee and its departments and respective, officers, employees, and agents to the extent the costs, damages or expenses are attributable to: (i) the negligence or willful misconduct of the Lender or any of its agents; (ii) the failure of the Lender to comply with all applicable federal or state laws, rules and regulations; or (iii) a breach by the Lender of any of its obligations, warranties, or representations herein.

The Lendee shall indemnify and hold Lender and its respective officers, employees, and agents harmless from and against any costs, damages and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any demand or claim made or asserted or any lawsuit or other legal action filed against the Lender and its respective officers, employees, and agents to the extent the costs, damages or expenses are attributable to: (i) the negligence or willful misconduct of the Lendee or any of its agents; (ii) the failure of the Lendee to comply with all applicable federal or state laws, rules and regulations in performing its duties or discharging its responsibilities under this Agreement, or (iii) a breach by the Lendee of any of its obligations, warranties, or representations herein.

8. During the period in which the Equipment is loaned to the Lendee, the Lendee shall continuously maintain and pay for automobile liability insurance coverage and general liability insurance coverage, each with a minimum per occurrence limit of \$5,000,000. The Lendee further shall cause Lender to be named, during the period of the Equipment loan, as an additional insured under all such coverages for actions, losses, expenses, or damages that arise out of, relate to, or are in any manner connected with the Lendee's use of the Equipment. Such insurance shall be primary and non-contributory for Lender as an additional insured.
9. The Parties, for themselves, their insurers, and their officers, employees and agents, do hereby mutually waive all rights of

subrogation on any claims of general liability, auto liability, worker's compensation, and umbrella liability and inland marine physical damage coverage for borrowed equipment.

The parties hereto have executed this Agreement as of the day and year first above written.

City of Burlington, VT

By: Burlington Fire Department

Name/Title

City of South Burlington, VT

By: South Burlington Fire Department

Name/Title

Resolution Re: Fire Equipment Mutual Sharing Agreement

Sponsor: Board of Finance

Agenda: Consent

WHEREAS, municipal and volunteer fire department in Vermont, including the Burlington Fire Department, have a strong and proud history of cooperation and mutual aid in their efforts to protect and preserve the people and property of the state of Vermont; and

WHEREAS, in this regard many municipal and volunteer fire departments and Emergency Medical Service (EMS) organizations in Vermont, including Burlington's Fire Department, periodically have emergency equipment needs that require them to temporarily secure equipment needed for fire protection, fire prevention and emergency medical services; and

WHEREAS, recently, for example, the Burlington Fire Department needed to borrow an ambulance from the South Burlington Fire Department; and

WHEREAS, it is in Burlington's interest to borrow such equipment from another department under terms that are clear, mutual, fair and beneficial; and

WHEREAS, to this end a Mutual Equipment Sharing Agreement has been negotiated between the fire departments of Burlington and South Burlington with the assistance of the Burlington City Attorney's Office and the City's insurance advisor; and

WHEREAS, the Burlington Board of Finance reviewed this agreement at its meeting on May 13, 2013 and recommended that the agreement be approved by the full City Council at its May 20, 2013 meeting;

NOW THEREFORE BE IT RESOLVED that the City Council approves a mutual equipment sharing agreement between Burlington and South Burlington in substantially the same substance and form as the attached agreement and authorizes the chief of the Burlington Fire Department, Seth Lasker, to enter into such an agreement with South Burlington, subject to the prior review and approval of the City Attorney; and

BE IT FURTHER RESOLVED that the Council further authorizes the chief to enter into additional agreements with any other municipal or volunteer fire department or EMS organization that are substantially the same in substance and form as the attached agreement with South Burlington when the chief determines is in the best interest of the Department, subject to the prior review and approval of the City Attorney.