

INTERGOVERNMENTAL EQUIPMENT USE AGREEMENT

Between Wasco County Soil and Water Conservation District (SWCD) and
Mid-Columbia Fire and Rescue (MCFR)

1. Purpose

This Agreement establishes the terms under which MCFR may use and transport the dump trailer owned by Wasco County and leased to SWCD. The intent is to support wildfire mitigation and fuels-reduction work while clearly defining responsibilities, liability, and operational expectations in a manner consistent with the Oregon Tort Claims Act and the County lease.

2. Equipment Covered

[Year] Summit HS Denali Pro Dump Trailer, VIN 59KBU1428T1018262 (“Equipment”).

3. Term

This Agreement becomes effective upon signature and remains in effect until terminated by either party with written notice. Either party may terminate immediately for safety, misuse, or loss of insurance coverage.

4. Authorized Use

MCFR may use the Equipment for wildfire mitigation, fuels reduction, and related public-benefit work. MCFR shall:

- Ensure only trained and competent staff operate or transport the Equipment
- Certify operator competency at the agency level in lieu of individual operator waivers Use the Equipment only for its intended purpose
- Follow all applicable safety laws and manufacturer guidelines

SWCD retains the right to deny or suspend use if safety concerns arise.

5. Training and Operator Requirements

MCFR is responsible for:

- Training its staff in safe operation and transport
- Maintaining internal training records
- Ensuring operators use required PPE
- Ensuring operators comply with all safety protocols

SWCD may request proof of training at any time.

6. Transport and Handling

MCFR may transport the Equipment using MCFR vehicles and staff. MCFR assumes responsibility for:

- Safe loading, hauling, and unloading
- Compliance with all transport laws
- Damage occurring during transport to the extent caused by negligence or misuse

7. Maintenance and Reporting

SWCD remains responsible for routine maintenance and repairs and normal wear unless damage is caused by MCFR negligence or misuse.

MCFR shall immediately notify SWCD of:

- Any mechanical issue or malfunction
- Any incident involving injury or property damage
- Any damage occurring during use or transport

MCFR shall cease use if the Equipment becomes unsafe.

8. Damage and Cost Responsibility

MCFR is responsible for:

- Damage resulting from negligence or misuse by MCFR staff
- Costs associated with repairs resulting from misuse or negligence
- Deductibles associated with claims arising from MCFR use

Normal wear, incidental impacts inherent to dump-trailer operations (including shifting loads, unseen debris, or minor dents), and mechanical failure are not considered MCFR responsibility.

The parties will conduct a joint incident-review before assigning responsibility for any damage.

9. Insurance

MCFR shall maintain:

- Liability coverage for its operations
- Workers' compensation for its employees
- Auto liability coverage for any vehicle used to transport the Equipment

SWCD may request proof of insurance.

10. Indemnification

To the fullest extent permitted by Oregon law:

MCFR shall defend, indemnify, and hold harmless SWCD and Wasco County, and their officers, employees, and agents, from all claims, damages, losses, liabilities, and expenses to the extent caused by the negligence or misuse of MCFR or its employees.

This obligation does not apply to:

- Normal wear or incidental damage
- Mechanical failure
- Conditions caused by SWCD or the County

SWCD shall defend, indemnify, and hold harmless MCFR and its officers, employees, and agents from claims, damages, losses, liabilities, and expenses to the extent caused by the negligence of SWCD or its employees.

11. Records

SWCD will maintain the official user log required under the County lease. MCFR shall provide operator names, dates of use, and any incident reports upon request.

12. Priority Use

SWCD retains priority scheduling for District projects and obligations under the County lease. This does not authorize SWCD to retrieve the Equipment mid-operation or interrupt MCFR work. Scheduling conflicts will be resolved collaboratively.

13. Independent Entities

Nothing in this Agreement creates a partnership, joint venture, or employment relationship between the parties.

14. Entire Agreement

This Agreement constitutes the full understanding between the parties and may be amended only in writing.

Signatures

SWCD: _____

Date: _____

Name / Title: _____

MCFR: _____

Date: _____

Name / Title: _____