

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 wood chipper 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.

2. Equipment Covered

[Year, Make, Model, Serial Number] Wood Chipper (“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
- Ensure each operator signs the County-approved Third-Party Equipment Use Agreement
- 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
- Any damage occurring during transport

7. Maintenance and Reporting

SWCD remains responsible for routine maintenance and repairs unless damage is caused by MCFR use.

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

Normal wear and tear is not considered 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 arising out of MCFR's use, operation, or transport of the Equipment.

This obligation does not apply to the extent caused by the sole negligence of SWCD or the County.

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. MCFR use shall not interfere with SWCD's obligations.

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: _____