

# INTERGOVERNMENTAL EQUIPMENT LEASE AGREEMENT

## Parties:

Wasco County (“Lessor” or “County”)

Wasco County Soil and Water Conservation District (“Lessee” or “SWCD”)

## 1. Equipment Description

[Year, Make, Model, Serial Number/VIN] Wood Chipper (“Equipment”)

## 2. Term and Consideration

Term: This Agreement shall begin on [Start Date] and continue until terminated by either party with ten (10) days written notice.

Consideration: \$0.00 per year in recognition of public wildfire mitigation benefit.

## 3. Authorized Use and Third-Party Lending

SWCD may allow use of the Equipment by third parties (including partner organizations and private landowners), provided that:

- Users are approved in advance by SWCD
- Users receive safety orientation and demonstrate competence
- Each user signs a written agreement substantially in the form of the attached County-approved waiver
- SWCD maintains records of all users

SWCD remains fully responsible for all use of the Equipment.

## 4. Maintenance and Operation

SWCD shall:

- Maintain Equipment in safe, operable condition
- Perform all maintenance and repairs
- Keep detailed maintenance and use logs
- Ensure only trained operators use the Equipment

## 5. Defect and Incident Reporting

SWCD shall immediately (and no later than 24 hours) notify County of:

- Any mechanical issue, malfunction, or damage
- Any incident involving injury or property damage
- Any condition that may affect safe operation

SWCD shall immediately cease use of the Equipment upon discovery of any unsafe condition until repairs are completed.

Failure to report or continued use after discovery of a defect constitutes a material breach of this Agreement.

## **6. Inspection and Oversight**

County may inspect Equipment at any reasonable time and may suspend use if unsafe conditions exist.

## **7. Indemnification and Defense**

To the fullest extent permitted by the Oregon Constitution and the Oregon Tort Claims Act:

SWCD shall defend, indemnify, and hold harmless Wasco County and its officers, employees, and agents from all claims, damages, losses, liabilities, costs, and expenses (including attorney fees) arising out of:

- Use or operation of the Equipment
- Acts or omissions of SWCD or third-party users

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

## **8. Insurance**

SWCD shall maintain:

- Commercial General Liability: \$2,000,000 per occurrence / \$4,000,000 aggregate
- Property: Full replacement value

Wasco County shall be named as Additional Insured on a primary and non-contributory basis.

## **9. Risk of Loss**

SWCD assumes all risk of loss or damage. In the event of total loss, SWCD shall pay full replacement value as determined by County.

## **10. Priority Use and Recall**

County retains the right to priority use of the Equipment for public purposes, including but not limited to wildfire mitigation and emergency response. Upon request by County, Lessee shall make the Equipment available within [24–72 hours], or sooner if reasonably possible.

Lessee shall not schedule or allow third-party use that would unreasonably interfere with County's priority use rights.

**11. Compliance with Laws**

SWCD shall comply with all applicable laws and safety regulations.

**12. Default and Remedies**

If SWCD fails to comply:

- County may terminate immediately
- County may repossess Equipment

**13. Termination**

Either party may terminate with ten days written notice.

County may terminate immediately for:

- Safety violations
- Lack of insurance
- Misuse

**14. No Waiver of Immunities**

Nothing in this Agreement waives any protections under the Oregon Tort Claims Act.

**15. Independent Entities**

This Agreement does not create a partnership or joint venture.

**16. Entire Agreement**

This is the entire agreement and may only be modified in writing.

Signatures

Wasco County: \_\_\_\_\_ Date: \_\_\_\_\_

Wasco County SWCD: \_\_\_\_\_ Date: \_\_\_\_\_