AGREEMENT BETWEEN BONNEVILLE COUNTY AND TETON COUNTY
FOR WOOD CHIPPING SERVICES

Government: Bonneville County and;

Government: Teton County

Contract Period: Between 9/1/2016 to 9/1/2019

WHEREAS, Bonneville County and Teton County find it mutually beneficial and in the public interest to exchange work, equipment, and resources for the provision of wood chipping operations, and;

WHEREAS, some of the equipment is costly to purchase and own by only one county and;

WHEREAS, both government entities have equipment, labor, and materials that can be shared and be mutually beneficial to both government entities, and;

WHEREAS, both government entities are insured by the same insurance company, and;

WHEREAS, both government entities have the necessary personnel and equipment and is willing to do said work in consideration of the mutual covenants and agreements herein contained, now, therefore,

Bonneville County and Teton County agree to enter into this service agreement for the purpose of providing wood chipping services.

County operations and maintenance costs for 2016 will be $300/hour for equipment and labor not to exceed $15,000. Subsequent to the first year of the agreement, a new unit cost structure will be prepared and approved by both parties indicating operations criteria and service levels for the current year. Any current year deviation from the maintenance standards and practices set forth in year 1 requires prior approval by both parties. Changes in cost will need to be addressed by the commissioners.

TERM AND AUTOMATIC RENEWAL: The initial term of this agreement shall be for a period of three years beginning 9/1/2016 to 9/1/2019. Unless a party notifies the other party of its intention not to renew and continue this agreement, such term shall be automatically extended for a further period of one (1) year and shall only be terminated as hereinafter provided. In the event of such continuation on a year to year basis, all of the terms and provisions hereof shall continue in full force and effect during said extensions.

REIMBURSEMENT: Each of the government entities shall reimburse the other for their expenses pursuant to provisions set forth in the Finance and Administration Agreement. The billing entity may elect to put the receivable credit on hold and use the credit towards needed assistance from the other entity at a later time within the time frame of this agreement.

EQUIPMENT: Equipment will be maintained by the governmental entity operating the equipment. Some of the equipment may be specialized and require a trained and/or experienced
operator. Some local employees may be trained to operate the equipment. However, it is up to the board of commissioners or authorizing body owning the equipment if they want someone else to operate the equipment, and if the receiving county wants to accept the responsibility of maintenance of the equipment.

Other understandings about equipment:

- Fuel will be furnished by the governmental entity providing the equipment and incidental to cost.
- Equipment will be billed on a per hour basis unless specified otherwise.
- Equipment price will be set by the governmental entity that owns the equipment. It will be up to the borrowing entity if they desire to use the equipment.
- If the equipment is in use, or not available, there is no obligation to the governmental entity that owns the equipment to drop what they are doing to help the other entity. However, a workable solution will be worked out between the entity supervisors to help accomplish the goals of each department.

RESPONSIBILITIES AND CONTROL: The party responding to a call for assistance shall be responsible for delivering personnel and equipment to the location specified by the requesting party. On arriving at the location, the supervisor in charge of the personnel and equipment of the responding party shall report to the officer in charge of the requesting party. The requesting party shall then assume full charge, control, direction and supervision of all equipment, apparatus, and personnel dealing with the project. In no case shall the responding party be required to assume the responsibility of the operation. The responding party shall operate its own equipment unless other arrangements are made.

TERMINATION: It is understood and agreed that either party hereto may terminate its participation and concurrent rights and duties under this reciprocal agreement by delivering to the other party hereto a notice of such termination, said notice to be in writing and to be given at least sixty (60) days prior to the termination date desired by the terminating party. Notice shall be deemed delivered and effective on the date it is personally served upon the commissioners of the non-terminating county.

LIABILITY: The borrowing party shall have and assume complete liability for all the acts of their own personnel and the operation of equipment leased under this agreement. For example, if Bonneville County borrows equipment from Teton County and uses their own employees to pull the equipment or uses their own tractors to pull the trailers, then Bonneville County shall assume liability for the trailers and acts taken by their personnel in conjunction with the trailers. However, if, in the above circumstance, Teton County sends an operator with the equipment, then the operator will work under Bonneville County foreman in charge of the project and Teton County would be responsible for the maintenance of the equipment and it would assume all liability associates with the user of the equipment.

MUTUAL HOLD HARMLESS: Each party to this agreement agrees to indemnify and hold harmless the other party from any and all liability for any injury, damage or claim suffered by any person or property caused by the party or its employee while performing under this agreement.
INSURANCE: Each party to this agreement agrees to carry and maintain a comprehensive general liability policy in the minimum amount of $500,000.00 to protect the party from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with its acts or performances under this agreement.

LIMITATION ON LIABILITY OF PARTIES: The rights and benefits arising under this contract shall run to the parties to this agreement and not to any person, firm, association, corporation or governmental unit not a party hereto. This agreement is not to be construed to create a claim or cause of action in favor of any persons or entity entitled to protection by county or highway district against any other city, county, or fire district which is a party to this agreement for failure to respond or for delay in responding to a request for assistance or for inefficiency or ineffectiveness in providing assistance.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Dated on this ___12th___ day of ___September___, 2016.

PUBLIC ENTITY:

Teton County

By: ________

Its Chair, County Commission

ATTEST:

Mary LaPlante

Clerk of

Teton County

(County Entity)

PUBLIC ENTITY:

Bonneville County

By: ________

Its Chairman 9-14-16

ATTEST:

Ella__

Clerk of

Bonneville

(County Entity)