

AGREEMENT FOR USE OF ROCK CHIPPER

THIS AGREEMENT, made this 30th day of June, 2025, by and between the FREMONT COUNTY DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "FCDOT") and the CUSTER COUNTY DEPARTMENT OF TRANSPORTATION, (hereinafter, "CCDOT"), and hereinafter referred to jointly as the Parties ("Parties").

The Parties agree that it would be an effective and efficient use of local government resources for FCDOT to allow CCDOT the use of their rock chipper for chip sealing their local roadways for three days in July, 2025, and at other times thereafter.

In consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

- a. FCDOT agrees to make the following equipment available for use by CCDOT when it is available and not in use by FCDOT: 1993 Entyre Chip Spreader, VIN K5099 (yellow).
- b. CCDOT shall be responsible for picking up the rock chipper from FCDOT and returning the rock chipper to FCDOT.
- c. FCDOT and CCDOT shall jointly inspect the rock chipper at the time it is picked up and any defects on the machine will be noted at that time.
- d. FCDOT and CCDOT shall jointly inspect the rock chipper at the time that it is returned to FCDOT and any defects on the machine will be noted at that time.
- e. CCDOT will promptly advise FCDOT of any damage done to the rock chipper while it was in their possession.
- f. CCDOT shall be financially responsible for repairing any damage done to the rock chipper and shall promptly arrange for repairs to be completed. In the event that necessary repairs can be performed by FCDOT, then CCDOT shall reimburse FCDOT for the cost of parts and the reasonable value of labor.
- g. CCDOT shall not loan or otherwise allow any other entity or entity representative outside of CCDOT to use the rock chipper while the machine is in their possession.
- h. FCDOT shall not be held responsible for any claims or injuries suffered by any individual who may use the rock chipper while it is in CCDOT's possession.


- i. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties hereto.

FREMONT COUNTY:

BY: 
Kevin Grantham, Chair, Fremont County
Board of County Commissioners

Date: 7/1/2025

CUSTER COUNTY:

BY: 
Bill Canada, Chair, Custer County
Board of County Commissioners

Date: 6/30/2025

BILL CANADA