

# CROOK COUNTY WORK SESSION

**Administration Conference Room  
203 NE Court Street, Prineville, OR**

**Tuesday July 12, 2022 at 9 a.m.**

**Members of the public and media are welcome to attend in person with social distancing or via WebEx 1-408-418-9388; Access Code: 2557 624 5694**

**Meeting Password: 37qgD2rbpy2**

Public comment will take place at the beginning of the Work Session

Requester		Discussion Matter	Packet Docs
1	Will VanVactor	Oregon Wildfire Risk Map	
2	Will VanVactor Randy Davis	Community Development Update	✓
3	Casey Daly	Party Works Contract	✓
4	Dodger Kerr	Soil and Water Conservation District Contribution	
5	Eric Blaine	Expired Vehicle Use Agreement with OSU: Mobile Computer Classroom	✓

Requester	Executive Discussion Matter	Packet Docs
Exec #1	ORS 192.660(2)(f) To consider <b>information or records</b> that are exempt by law from public inspection	✓

*Items placed on the Work Session agenda are intended for discussion only, without making decisions or finalizing documents unless an emergency exists.*

*\*The Court may add additional items arising too late to be part of this Agenda. Agenda items may be rearranged to make the best use of time.*

*\*The meeting location is accessible to persons with disabilities. If additional accommodations are required, please submit your request 48 hours prior to the meeting by contacting County Administration at 541-447-6555.*

*Requests to be placed on the Work Session agenda are  
due by 5 p.m. the Thursday before the Work Session*

**July 12, 2022 Work Session Agenda**

# Community Development Department

Mailing: 300 NE Third St. RM 12, Prineville, OR 97754

☐ Phone: 541-447-3211



## MEMO

TO: Crook County Court

FROM: Will Van Vactor, Director  
Randy Davis, Building Official

DATE: July 7, 2022

SUBJECT: Community Development Activity Update

Below is a summary of building, planning and onsite activity for the last month.

### **Building:**

#### **Permits issued summary (June):**

Permit Type	Number of Permits
New Residential Dwellings (Site Built or Manufactured)	42
Commercial (plumbing, electrical, structural, etc.)	67
Residential Permits (plumbing, electrical, mechanical etc.)	107
Residential Structural (shops, etc.)	15
Other (e.g. demo)	1
<b>TOTAL</b>	<b>232</b>

#### **Current year compared to prior year:**

Time Frame	Permits
June 2022	232
June 2021	240
YTD 2022	1,317
YTD Comparison 2021	1,396

#### **Active Permits:**

Inspection Type	Amount Still Active as of end of June
Dwellings (Site Built or Manufactured)	327
Residential Structural	239
Commercial Structural	86

Currently Under Construction:

CCO3 Data Center
CCO5&6 Data Center
Apple Data Center
Apartments on Peters Road
Shell Occupancy of Portions of Prineville Campus
Extraction Facility at Prineville Campus
Wild Ride Brewing
3 Commercial Structures at Tom McCall Industrial Park
PRN1 Retro Fit
Apple Data Center Phase 2 (other half of the building)
Wilco Building at Ochoco Lumber Site
Mid Oregon Credit Union Tenant Improvement
Storage Unit Complex on Lamonta Road
Pioneer School
Khaos Coffee at Prineville Campus

Currently Under Review or Incoming:

Justice Center
High Desert Mining (Prineville Campus)
Pioneer School
Endura Fire Suppression / Entire Campus
T.I. Bend Dermatology
PRN 1 Fire Suppression
PRN 1 Fire Alarm
PRN 2&3 Re-roof & repairs

Daily Inspections:

Inspection Type	Amount this month
Residential	1,042
Commercial	333
All	1,375

**Notable City Applications:**

Request	Status
Industrial Development near airport (1051 SW Layton Court, Prineville)	Proposing to construct three new light industrial buildings and all associated improvements on the site including utilities, landscaping, parking and internal vehicle circulation areas. The development encompasses two separate lots but is designed to function together.

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**Planning:**

**Applications received (June):**

<b>Application Type</b>	<b>Number of Applications (June 2022)</b>	<b>YTD</b>
Appeals	1	4
Variance	2	4
Site Plan Review	24	148
Land Partition	2	16
Combine/Un-Combine Lots	0	1
Road Approach	3	38
Boundary Line Adjustment	0	4
Destination Resort	0	1
Conditional Use	1	16
Miscellaneous	7	19
Road Name/Rename	0	1
Extension	0	2
Amendment	0	2
<b>TOTAL</b>	<b>40</b>	<b>256</b>

**Current year compared to prior year:**

<b>Time Frame</b>	<b>Permits</b>
June 2022	40
June 2021	65
YTD 2022	256
YTD Comparison 2021	357

**Notable Land Use Applications:**

<b>Request</b>	<b>Status</b>
Solar (Powell East, 320 Acres)	PC Hearing scheduled for July 13.
Conditional Use to Operate Aggregate Pit (Knife River)	Appeal Period on Decision from Court pending.
Solar (TSR North)	Appeal scheduled for August 2022.
Brasada Phase 15	Appeal application of Brasada Phase 15 decision from Planning Commission received.
Destination Resort Modification (Crossing Trails)	PC Hearing scheduled for July 27 & July 28 <sup>th</sup> at Carey Foster Hall.
Solar Modification (Empire)	PC Hearing tentatively scheduled for August 10.

Pulguero Rock and Stone CO LLC Conditional Use and Comp Plan Amendment	Received May 18. Staff Reviewing for completeness.
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**On-Site:**

**Applications (June 2022):**

Application Type	Number of Applications
Residential Authorization	4
Construction Permit (Residential)	8
Repair (Major) - Residential	5
Repair (Minor) - Residential	2
Repair (Major) - Commercial	0
Residential Site Evaluation	13
Commercial Site Evaluation	0
Alteration (Minor) – Residential	0
Alteration (Major) – Residential	0
<b>TOTAL</b>	<b>32</b>

**Current year compared to prior year:**

Time Frame	Permits
June 2022	32
June 2021	47
YTD 2022	170
YTD Comparison 2021	249

**On-Site Notes:**

Cleaned up many compliance issues
Upcoming Crossing Trails Community Sewer Treatment Evaluations
All Onsite issued Permits have officially been scanned for public access. About 1/3 of the way through Site Evaluations.



Portland

Delivery Partial Staff

Start Wed, Aug 10, 2022 5:00pm

End Sat, Aug 13, 2022 10:00pm

Surface Type: Unknown at this time

Contract# 9971165

**PartyWorks**

15521 SE For Mor Ct, Clackamas, OR, 97015

Phone: 503-723-8300

**Billing Information****Crook County Fair Grounds****Casey Daly**


1280 South Main Street





Prineville, OR 97754

**Phone:** (541) 447-6575**Delivery Location**


Crook County Fairgrounds

Prineville, OR 97754

Name	Qty	Unit Price	Total
<b>Rock Wall 3-Climber</b>  Item dimensions 28'd x 7'w x 24'h  Required space 35'd x 10'w x 25'h * Our 24' hardwall climber is equipped with three climbing faces and an auto belay system for fast turnover and safe climbing. Great indoors or out, The Rock is impressive and fun for all types of events, including Grand Openings, School and Church functions and Team Building. Comes on its own trailer with hydraulic lift.	1	\$7,320.00	\$7,320.00
<b>PPW Event Staff</b> Item dimensions Required space Professional staff provided by PartyWorks for the item above.	4	\$2,640.00	\$10,560.00

<b>Pirate's Revenge</b>  Item dimensions 18'd x 7'd x 13'h Required space 30'w x 20'd x 18'h	1	\$10,920.00	\$10,920.00
<b>PPW Event Staff</b> Item dimensions Required space Professional staff provided by PartyWorks for the item above.	2	\$2,640.00	\$5,280.00
<b>Ballistic Swing</b>  Item dimensions 15'd x 7'w x 13' 4"h Required space 45'd x 45'w x 15'h *	1	\$10,920.00	\$10,920.00
<b>PPW Event Staff</b> Item dimensions Required space Professional staff provided by PartyWorks for the item above.	3	\$2,640.00	\$7,920.00
<b>45' Roller Coaster Obstacle Course</b>  Item dimensions 45'l x 11'w x 11'h Required space 55'l x 17'w x 11'h * Nothing "junior" about this one, it's just a smaller version of our incredibly large Roller Coaster obstacle course, with the same bright & fun colors with quality graphics. This is our "Editor's Choice" as best mid-size obstacle course.	1	\$2,900.00	\$2,900.00
<b>Volunteer Event Staff</b> Item dimensions Required space Adult supervisor, provided by the customer for the item above. Their job is to monitor equipment in order to make sure it is being used safely, and according to the rules. Equipment is expected to be shut down if it is not being properly monitored by an adult.	1	\$0.00	\$0.00
<b>Gladiator Joust</b>  Item dimensions 25'd x 17'w x 3'h Required space 36'd x 17'w x 11'h	1	\$2,100.00	\$2,100.00



<b>Volunteer Event Staff</b> Item dimensions Required space Adult supervisor, provided by the customer for the item above. Their job is to monitor equipment in order to make sure it is being used safely, and according to the rules. Equipment is expected to be shut down if it is not being properly monitored by an adult.	1	\$0.00	<b>3</b>  \$0.00
<b>Black Night Extreme Maze</b>  Item dimensions 32'd x 40'w x 7'h Required space 64'd x 45'w x 7'h *	1	\$2,500.00	\$2,500.00
<b>Volunteer Event Staff</b> Item dimensions Required space Adult supervisor, provided by the customer for the item above. Their job is to monitor equipment in order to make sure it is being used safely, and according to the rules. Equipment is expected to be shut down if it is not being properly monitored by an adult.	1	\$0.00	\$0.00
<b>Meal Per-Diem</b> Item dimensions Required space	9	\$325.00	\$2,925.00
<b>Lodging</b> Item dimensions Required space	1	\$2,500.00	\$2,500.00

<b>Rentals subtotal</b>		\$65,845.00
<b>Staffing</b>		\$0.00
<b>Delivery</b>		\$2,083.75
<b>Fees</b>		\$0.00
<b>Discount</b>		\$0.00
<b>Sales Tax</b>	0.000%	\$0.00
<b>Total</b>		<b>\$67,928.75</b>
<b>Deposit Due to Hold Reservation</b>		<b>\$33,964.38</b>
<b>Amount Paid</b>		\$0.00
<b>Current Balance</b>		\$67,928.75

#### Special Contract Details:

Fair runs 5p-10p Wednesday, 10a-10p Thursday-Saturday

Crook County Fair is responsible for basic security of equipment outside fair hours, i.e., fenced grounds, locked gates, and on-site security personnel.



**You have chosen the option of "Delivery Partial Staff".** With this option, you, the customer, will be responsible for making sure any equipment NOT marked "PartyWorks Event Staff", is being used safely and is being properly cared for. PartyWorks Event Staff, in addition to staffing their specified item(s), will also be available for a variety of other tasks, including, but not limited to identifying and rectifying power issues, putting pieces of equipment back together if it is broken during use, adding air to sealed-air items such as Zorb balls, adding fuel to generators, restarting a generator, cleaning air hockey surface and smoothing pucks during use, and many other tasks that might come up. Keep in mind that many of these tasks can also be handled by you, the customer, in order to keep things running smoothly. If PartyWorks Event Staff is required for anything other than running their specified piece of equipment, they may need to temporarily shut down that piece of equipment.

**Delivery window** (the time we are planning to arrive) is currently set to . If this is incorrect, or if it needs to be narrowed down prior to the event, please let us know. Unless otherwise specified in the "Event Notes", our only guarantee is that we will complete setup prior to the event start time.

**Equipment:** Items pictured on website may not be an exact match with the item you receive. We are constantly replacing items, and in some cases we have multiple similar items. If you are relying on an exact match or color scheme that you saw on our website, be sure to let us know about those needs prior to signing this contract.

**Reservation & Use Terms:** A non-refundable deposit and an authorized signature on your contract will reserve your activities and date. Unless otherwise specified in the "Event Notes", the balance is due on or before the date of the event prior to set-up. We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment.

**Access Terms:** To address specified by customer, customer grants right to enter said property for the delivery and pickup of the rental equipment at approximately specified times. Client is responsible in the case that vehicle(s) are unable to enter or entrance is delayed. Once PartyWorks arrives at event address any changes to event address may result in additional travel charges, reduced event run-time and/or cancellation of the event. Inflatables and other large item setups require direct access to setup location, using a wheeled dolly, with a minimum four (4) foot clearance with grades less than 5%. Indoor setups may require double doors with the center pole removed or roll up doors with a minimum 4 foot wide clearance. Setup location must be accessible without the use of stairs. Setup locations that require the use of an elevator are considered difficult and client will be billed for additional setup and/or take down time at a rate of \$25 per man hour billed in 1/2 hour increments. Failure to notify provider of stairs, grades more than 5%, and/or setup locations with limited access as defined here-within may result in a reduced rental period and/or cancellation of event or rentals with client responsible for the entire balance of this contract. Client is responsible for answering all follow up questions about access conditions accurately, or items may not be delivered and a refund may not be offered.

**Cancellation Policy:** This section may be modified in the event notes, which are specific to each event. Once your equipment has been reserved, via signing your contract, paying a deposit, and/or making payment arrangements, any cancellations may be subject a fee, listed below as a percentage of the rental total. After fees are subtracted, any remaining prepayments may be used toward re-booking another event within 1 year. No refunds on prepayments. Cancellation fees are waived if event is canceled due to "an act of god", a government

mandated shutdown, or other proven cause beyond control of client or Portland PartyWorks. To receive full credit, PartyWorks must be notified by client of intent to cancel immediately.

Cancellation Policy	Cancellation Fee
Cancel at least 30 days before scheduled setup time:	15%
Cancel at least 72 hours before scheduled setup time:	30%
Cancel at least 48 hours before scheduled setup time:	50%
Cancel at least 24 hours before scheduled setup time:	75%
Cancel less than 24 hours before scheduled setup time:	100%

**Weather Policy:** Some of our equipment cannot be used in certain weather conditions. Examples: Most inflatables cannot be used in winds exceeding 15-20mph, Electronics and table games such as foosball or billiards cannot be used in rain. When prohibitive conditions are in the forecast, a representative from PartyWorks may contact you in an attempt to avoid fees in the event of cancellation. The renter is responsible for paying attention to weather conditions which might affect their event, and communicating any concerns with PartyWorks. We will always attempt to provide alternative equipment to fit your needs. If your will-call rentals are cancelled by PartyWorks due to weather, all fees can be used toward another rental for up to 1 year. Re-scheduling of rentals is based on availability; we will make every effort to accommodate re-bookings. Re-bookings can be for the same or different rental items. No inflatables, even those with a "roof", are to be considered waterproof; if they are setup in the rain, they will be wet throughout and no refund or credit will be offered.

**Hold Harmless Provision:** The Parties recognize and understand that use of Lessor equipment may involve inherently dangerous activities. Consequently, the Parties agree to indemnify and hold each other harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment, unless a Party is deemed by a court of law to be negligent in its actions. Neither Party can under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Each Party also agrees to indemnify and hold harmless the other Party from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof, except for those attributable to negligent acts or omissions by the Party, its principals, directors, officers, agents, employees, volunteers, and insurers.

**Merger Clause:** This signed contract contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this contract shall not affect the other provisions hereof.

**Equipment Breakdown:** In the event of an equipment failure or breakdown, immediate notification to a PartyWorks representative must be made. Failure to notify PartyWorks at the time of equipment failure will deem the equipment in proper working order for the event. PartyWorks staff will make reasonable efforts to get the equipment up and running as quickly

as possible. In the event PartyWorks is responsible for a failure, your sales rep will work<sup>3</sup> with you over the following days to find an amicable solution; event staff cannot make any binding agreements regarding compensation.

It's important to note that setup, teardown, basic cleaning, maintenance, etc. are built into the price of each item. This means that one hour of downtime in a four-hour event, does not equate to 25% of the rental price. As a general rule, assume that 60% of the cost covers the first hour, with each additional hour accounting for 13.3% of the cost. Additionally, if your event is 8 hours long, but you're only being charged the four-hour price, the allocation for each additional hour will be much less than 13%.

If every single hour is equally important to your event, please make that clear up front, so that we can price it appropriately. While we strive to keep equipment running throughout your event, breakdowns do happen; we feel it's best to be prepared, so that everyone knows what to expect. Let your salesperson know if you have any questions or concerns.

Outside of regular business hours, you can reach our emergency line by calling 503-723-8300 and following the prompts.

**Portland PartyWorks will:**

1. Provide the necessary power cords to reach 75 feet.
2. Deliver, setup and tear down all activities and operate activities specified in contract.
3. Provide instruction for any required volunteers.
4. Carry a liability insurance policy covering our services and equipment.
5. Make customer satisfaction, and the success of your event, our top priority.

**Renter will:**

1. Provide 10.5 20amp electric circuits within 75 feet of equipment placement and make sure you have quick access to circuit breakers in the event they are tripped, or rent necessary generators from PartyWorks.
2. Provide load-in instructions/locations and item placement instructions at least 72 hours prior to scheduled delivery.
3. Provide any required entrance and parking passes.
4. Provide any adult volunteer(s) as noted to operate the activities.
5. Provide water source, with standard hose bibb, within 50' of any water attractions.

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Signature

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Date

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Printed Name

Contract# 9971165

# CROOK COUNTY CLAIM SHEET

Date: 7/7/2022

PAYABLE TO: Portland Party Works  
15521 SE For Mor Crt  
Clackamas, Or 97015

New Vendor?
EIN#

\*\*\*\*\*Payments will not be processed until W-9 on file for all vendors.

Fund/Dept/Line Item	Project Code	Explain- Who, What, When, Where?	\$\$
701-2000-520-60-05-20-20		Fair Equipment Rental	\$33,964.38
			<b>\$33,964.38</b>

~ Bills less than \$10,000 may be approved by a dept. head or elected official.  
 ~ Bills of at least \$10,000 but less than \$20,000 require the signature of at least one County Court Member.  
 ~ Purchases with a value of \$20,000 or more must have three price quotes and be approved by the entire Court.  
 ~ If you are requesting a contract payment, the contract must be approved by the County Court. A notation needs to be indicated on the initial payment of the contract. This will avoid having to get signatures every month. The County Court approval for payment will be good for the duration of the contract.

Casey Daly  
 Requested By

  
 Approved By - Department

Approved Current Contract?   Y   N

County Court Approval

County Court Approval

County Court Approval



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**503 Events Inc**

**2** Business name/disregarded entity name, if different from above  
**Portland PartyWorks**

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**15521 SE For Mor Ct**

**6** City, state, and ZIP code  
**Clackamas, OR 97015**

**7** List account number(s) here (optional)

**8** Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-			-				
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or

**Employer identification number**

8	1	-	0	8	5	5	9	1	2
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► 2/14/2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

## VEHICLE LEASE AGREEMENT

This Vehicle Lease Agreement (hereinafter the Agreement) is made by and between Crook County, a political subdivision of the State of Oregon (hereinafter County), and Oregon State University, an Oregon public university (hereinafter OSU). Collectively, the County and OSU may be referred to as the Parties, or individually as a Party.

### RECITALS

- A. Whereas, County was the recipient of certain grant funds under the Broadband Technologies Opportunity Program (hereinafter BTOP), the purposes of which grant are to promote broadband connectivity, computer access, and education regarding computer competencies for rural communities; and
- B. Whereas, County undertook to acquire and renovate a recreational vehicle into a mobile computer classroom with BTOP funds (hereinafter the Bit Mobile); and
- C. Whereas, OSU wishes to make use of the Bit Mobile for entrepreneurship and business development educational courses at a variety of locations throughout central and eastern Oregon; and
- D. Whereas, to facilitate these educational courses, OSU is interested in renovating the interior space of the Bit Mobile to adjust the teaching area and equipment layout; and
- E. Whereas, the Parties wish to make the Bit Mobile available to further these educational courses, on the terms and conditions described in this Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term of Agreement.** The term of this Agreement will be from the date of the last signature (the Effective Date) through July 1, 2022\_\_, unless sooner terminated according to the provisions of this Agreement.
2. **Incorporation of Recitals.** The above Recitals are incorporated into and made a part of this Agreement, as contractual provisions and not mere recitals.
3. **Possession and Renovation.** OSU may take possession of the Bit Mobile upon scheduling a mutually convenient time with County. OSU may, at its own expense, make renovations or modifications to the interior space of the Bit Mobile upon the prior written approval of County, which approval will not be unreasonably delayed or withheld. No renovation or modification will impair the road-worthiness or major system functioning of the Bit Mobile to any degree.
4. **Consideration.** Upon the Effective Date, OSU will pay to County the sum of \$5,000, made in payments of \$1,000 annually. The Parties agree that the Bit Mobile and any equipment or fixtures thereof will be used for the educational purposes for which County was awarded the BTOP grant, to wit, to promote broadband connectivity, computer access, and education regarding computer competencies for rural communities, and that this limitation on its use constitutes part of the consideration of the Agreement.
5. **Operators.** OSU agrees that any individual assigned to operate the Bit Mobile is trained in its operation, has the required license and any necessary endorsements required to operate the Bit

Mobile, and has been authorized by OSU to operate the Bit Mobile. OSU will not allow unauthorized individuals or individuals not covered under this Agreement to operate the Bit Mobile.

**6. Vehicle Condition.** Prior to the expiration or termination of this Agreement, the Bit Mobile must be returned to County in the condition it was received, excepting normal wear and tear. OSU will reimburse County for all reasonable repairs, including parts and labor, for damages or malfunctions that occur as a result of OSU's use, excluding malfunction or damage which results as a condition of normal wear and tear, or due to any negligent maintenance of County. Damages and malfunctions must be reported to County in writing prior to any repairs being conducted. Inspection of equipment is encouraged before taking OSU possession. If OSU should notice any malfunctions while driving, OSU will notify County of the nature of the malfunction. Further, if the malfunction presents a safety hazard OSU will not operate the Bit Mobile until County has been notified and arrangements can be made for necessary inspection and/or repairs.

**7. Gasoline, Fines, and Expenses.** OSU is responsible for filling the gas tank and paying for those fuel costs. County will not be responsible for the fuel. OSU is responsible for the cost of traffic or parking violations incurred while vehicle is in the possession of OSU. OSU will be responsible for recovery expenses which are solely related to those traffic or parking violations.

**8. Insurance.**

- a. County will obtain, at County's expense, and keep in effect during the term of this Agreement, General Liability and Automobile Liability Insurance issued by an insurance company authorized to do business in the State of Oregon. Coverage limits shall not be less than \$2 Million combined limit per occurrence.
- b. OSU, will obtain, at OSU's expense, and keep in effect during the term of this Agreement, General Liability and Automobile Liability Insurance issued by an insurance company authorized to do business in the State of Oregon. Coverage limits shall not be less than \$4.5 Million combined limit per occurrence.
- c. OSU, will obtain, at OSU's expense, and keep in effect during the term of this Agreement, workers' compensation insurance for its employees in conformance with ORS Chapter 656.017. OSU will provide County with certificate of insurance on or before the Effective Date. County's failure to request, review, or comment on any such certificate(s) does not affect County's rights or OSU's obligations hereunder.

**9. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which OSU is jointly liable with County (or would be if joined in the Third Party Claim ), OSU shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of OSU on the one hand and of County on the other hand in connection with the



events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSU on the one hand and of County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OSU's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if OSU had sole liability in the proceeding.

With respect to a Third Party Claim for which County is jointly liable with OSU (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OSU in such proportion as is appropriate to reflect the relative fault of County on the one hand and of OSU on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of OSU on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 10. Liability.** Neither Party is responsible for and agrees to hold each other harmless for all liability, losses, damages, costs or expenses which arise out of the negligent act(s) or omission(s) of the other Party while acting in the course of their involvement with this Agreement.
- 11. Merger.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth herein.
- 12. Termination.** This Agreement may be terminated immediately upon the mutual agreement of the Parties, confirmed in writing. Upon a material breach by either Party, the non-breaching Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Both Parties will cooperate in good faith during the thirty (30) day period. Notwithstanding the above, OSU will return the Bit Mobile to County's possession, to be delivered to 300 NE 3rd Street, Prineville, Oregon, upon ten (10) days' prior written notice by County.
- 13. Assignment.** Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.
- 14. Governing Law and Venue.** Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
- 15. Notice.** Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the Party or by certified mail, return receipt requested, to the Party's address as stated below:

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To OSU:  
 OSU Extension 4-H Program  
 Attn: State 4-H Program Leader  
 125 Ballard Extension Hall  
 Corvallis, OR 97331

To COUNTY:  
 Crook County  
 Attn: Legal Department  
 300 NE 3<sup>rd</sup> Street, Room 10  
 Prineville, OR 97754

- 16. Amendment.** This Agreement may be supplemented, amended, or revised only in writing signed by both Parties.
- 17. Severability.** If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.
- 18. Attorney Fees.** In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each Party shall bear its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal. Notwithstanding the foregoing, each party is subject to the limitations and conditions of the Oregon Tort Claims Act ORS 30.260 to 30.300, and the applicable portions of the Oregon Constitution, Article XI.
- 19. Waiver.** The failure of either Party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such Party's right to thereafter enforce each and every provision of the Agreement.
- 20. Counterparts.** This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

#### OSU

Oregon State University, an Oregon public university.

Shannon Fanourakis 7/12/2017  
 Shannon Fanourakis  
 Purchasing Analyst  
 OSU PCMM

Date

#### COUNTY

Crook County, a political subdivision of the State of Oregon.

Seth Crawford  
 Seth Crawford, Crook County Judge  
 6-21-17  
 Date

Jerry M. Brummer  
 Jerry Brummer, Crook County Commissioner  
 6-21-17  
 Date

Brian Barney  
 Brian Barney, Crook County Commissioner  
 6-21-17  
 Date



# Crook County Counsel's Office

Mailing Address: 300 NE Third St., Prineville, OR 97754

Physical Address: 301 NE 3<sup>rd</sup> St., Prineville, OR 97754

• Phone: 541-416-3919

• Fax: 541-447-6705

May 31, 2022

OSU Extension 4-H Program  
Attn: State 4-H Program Leader  
125 Ballard Extension Hall  
Corvallis, OR 97331

## SENT VIA CERTIFIED MAIL

Re: *Mobile Computer Classroom – Vehicle Lease Termination*  
Our File No.: EXTENSION 45

Dear Sir or Madam:

Pursuant to the Vehicle Lease Agreement (the "Agreement") dated July 12, 2017, OSU's lease of the Bit Mobile will terminate on July 1, 2022. Please contact our office to coordinate the delivery of the Bit Mobile prior to the termination date to 300 NE 3<sup>rd</sup> St., Prineville, OR 97754, in accordance with paragraph 12 of the Agreement.

Sincerely,

Eric Blaine, Crook County Counsel