



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: Agreement Item No:

Meeting Date: July 6, 2021

Originating Department: Public Health

Issue: In the matter of approval of Intergovernmental Agreement between South Central Oregon Economic Development District (SCOEDD) and Klamath County Public Health. - Jennifer Little, Public Health

Background: In May 2021 Klamath County Public Health (KCPH) received board approval to accept the Targeted Airshed Grant. This program aims to reduce air pollution in Klamath Falls by expanding programs to achieve permanent, deep PM2.5 reductions from residential wood combustion. To assist with that goal, KCPH will partner with SCOEDD to provide a minimum of 144 woodstove replacement and 126 weatherization projects over the course of the grant period. The agreement is effective once fully executed through November 30, 2025.

Fiscal Impact: Contract expense of \$1,153,525 to Environmental Health Air Quality Program (sub department 4041) over the course of fiscal years 2022 - 2026.

Recommended Motion: Move to approve Intergovernmental Agreement between South Central Oregon Economic Development District (SCOEDD) and Klamath County Public Health. Contract expense of \$1,153,525 to Environmental Health Air Quality Program (sub department 4041) over the course of fiscal years 2022 - 2026. Authorize department head to sign.

DONE AND DATED this _____ day of _____.

Chair

Vice-Chair

Commissioner

Approved
Denied

Approved
Denied

Approved
Denied

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between KLAMATH COUNTY PUBLIC HEALTH, hereafter (KCPH) and SOUTH CENTRAL OREGON ECONOMIC DEVELOPMENT DISTRICT, hereafter (SCOEDD).

PURPOSE: The purpose of this agreement is to complete woodstove changeout and weatherization deliverables as outlined in the Targeted Airshed Grant administered by the Oregon Department of Environmental Quality (DEQ) and funded by the Environmental Protection Agency (EPA). The goal is to replace wood burning devices with an energy efficient system, thereby lowering woodstove smoke pollution in Klamath County. Additionally, weatherizing homes will improve heating efficiency and reduce the amount of heating needed.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from the date fully executed through November 30, 2025 unless either party gives written notice to the other of the party's intention to terminate in accordance with the terms and conditions of this agreement.
2. **SCOPE OF PROJECT.** Under this agreement SCOEDD will coordinate a wood stove replacement and weatherization program for community members. SCOEDD will coordinate all aspects of the replacement program beginning with accepting, screening, and selecting applicants and ending with the successful installation of a non-wood burning heat system or weatherization upgrades.
3. **PAYMENT.** KCPH will pay SCOEDD a total of \$1,153,525 during the project period ending no later than November 30, 2025.

Woodstove changeouts will be capped at \$5,000 per home and weatherization at \$2,500 per home.

Project payments will include:

- Minimum of 144 woodstove replacements (plus inspections) \$741,025
- Minimum of 125 weatherization \$312,500
- Indirect costs \$100,000 (9.5%)

Authorized expenses incurred under this agreement will be reimbursement monthly upon receipt of detailed invoice from SCOEDD. Authorized expenses include: personnel and contracted personnel, equipment for new heating units, disposal of decommissioned woodstoves, permitting of new heating unit, and weatherization materials.

Supporting documentation must be provided for expenses for which reimbursement is claimed. This includes, but is not limited to: documentation of personnel service costs; copies of paid contractor invoices; and copies of paid invoices for equipment and materials; and receipts for permitting or other project related expenses.

- a. SCOEDD shall submit invoices to KCPH once a month by emailing kcph@klamathcounty.org
- b. Monthly invoices are due by the 10th of each month. Invoices should include only eligible expenses and include the following detail:
 - i. Staff expenses for the month
 - ii. Sub-contractor expenses for the month, broken out by subcontractor
 - iii. Approved applications, listed separately and numbered in order of approval
 - iv. Monthly costs associated with each approved application
 - v. Running total associated with each approved application (not included in monthly reimbursement request)
 - vi. Other authorized expenses, listed separately.

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vii. Monthly indirect expenses incurred

4. REPORTING.

- a. Quarterly reports are due by April 1, July 1, October 1, and January 1 each year for the duration of the contract.
- b. Reports should include:
 - i. Installations completed during the quarter, listed separately and numbered in order of approval.
 - ii. Weatherization completed, listed separately and numbered in order of approval.
 - iii. Final total expense for each completed installation.
- c. A final report is due November 1, 2025.
- d. Reports shall be submitted to KCPH by emailing kcph@klamathcounty.org

5. RESPONSIBILITIES OF KCPH. KCPH agrees to:

- a. Provide oversight on TAG grant to ensure completion of grant deliverables
- b. Submit quarterly and final reports to DEQ
- c. Process payment of monthly invoices from SCOEDD
- d. Assist in promoting the woodstove changeout and weatherization project
- e. Translate application or other needed materials related to this project
- f. Provide assistance to SCOEDD as needed

6. RESPONSIBILITIES OF SCOEDD. SCOEDD agrees to:

- a. Oversee and coordinate completion of woodstove change outs from wood burning to non-wood burning devices. This includes reviewing applications, coordinating with consultants/Energy Assessors to participants homes to assess unit to be decommissioned and recommended replacement, soliciting contractor bids, oversee payment for, permitting, and installation of new heat source
- b. Oversee and coordinate completion of weatherization. This includes reviewing applications, coordinating with consultants/Energy Assessors to participants homes to assess recommended weatherization, soliciting contractor bids, oversee payment for, permitting, and installation of materials.
- c. Maintain records of each changeout and weatherization including all costs associated
- d. Provide progress reports to KCPH as detailed in section 4.
- e. Invoice KCPH on a monthly basis as detailed in section 3.

7. TERMINATION.

- a. This Agreement may be terminated prior to the expiration of the agreed-upon term:
 - i. Immediately upon mutual written consent of the parties, or at such time as the parties agree; or
 - ii. By either party upon ninety (90) days written notice to each other.
- b. If either party should breach this Agreement and fails to correct the breach after thirty (30) days written notice to do so, then the other party may terminate this Agreement immediately.
- c. Either party may terminate this Agreement in the event that the DEQ should fail appropriate funds.
- d. Termination under any provision of this paragraph shall not affect any right, obligation or liability of KCPH or SCOEDD which accrued prior to such termination.

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- 8. INDEMNIFICATION.** Each party shall defend, save, hold harmless, and indemnify the other party and the other party's agencies, subdivisions, officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever ("claims"), including attorney fees, resulting from, arising out of, or relating to the acts or omissions of the indemnifying party's officers, employees, subcontractors, or agents under this agreement. Any indemnity by the State of Oregon shall be subject to the limitations of Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300. Any indemnity by the County under this section shall be subject to the limitations of Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.
- 9. ATTORNEY FEES.** In the event suit or action is instituted to enforce any of the terms of this Contract, each party shall be responsible for its own attorney fees, costs and related expenses.
- 10. INSURANCE.** SCOEDD shall procure and maintain in force, for the entire duration of this Contract, insurance providing coverage for bodily injury and property damage which may arise out of the operations of SCOEDD or its subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.
- a. SCOEDD shall furnish to Klamath County an Accord 25-S certificate of insurance evidencing the existence of all insurance coverage(s) required by this contract prior to the commencement of any work.
 - b. SCOEDD shall endorse the Contractor General Liability (CGL) to include Klamath County as an "additional insured", including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate. The additional insurance endorsement shall be CG2010\1985 edition or its equivalent.
 - c. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from SCOEDD or its insurer(s) to the County.
 - d. SCOEDD's insurance shall be primary and not excess to, or contributory with any insurance coverage provided by Klamath County. SCOEDD's insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by this contract.
 - e. CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.
 - f. If the work required by this contract or the location of the work specified in this contract constitutes an exposure to the employees of the contractor or his subcontractors under the U.S. Longshoremen and harbor Workers Act, The Jones Act, or under any laws, regulations or statutes that apply to maritime workers, the contractor shall ensure that proper coverage is purchased and maintained.
 - g. SCOEDD and all Subcontractors shall endorse the Worker's Compensation coverage to provide a "waiver of subrogation" in favor of Klamath County when available.

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- h. Klamath County will waive the required Worker's Compensation (WC) coverage if SCOEDD submits a letter, on official letterhead, stating they agree that they will obtain WC coverage immediately upon utilizing volunteers or hiring any employees during the period of the contract.
- i. Klamath County will waive the required Auto Liability coverage if SCOEDD submits a letter, on official letter head, stating absolutely no driving will be done related to the contract and that they will obtain Auto Liability coverage in advance if they travel in any way in support of the contract, i.e. training our staff, meetings to implement, etc.
- j. SCOEDD shall ensure that the County is provided with a renewal certificate at least thirty (30) days prior to the expiration date of the coverage in the event that the original certificate expires prior to the scheduled termination of the Contract.
- k. **Professional Services Contracts:** Used to contract for professional services such as attorney, architect, broker, engineer.

a. Contracts should have the following:

- General Liability
 - Each Occurrence \$2,000,000
 - Aggregate \$4,000,000
 - Operations \$2,000,000
 - Products and Completed
 - Personal/Advertising Injury \$2,000,000
- Auto Liability
 - Combined Single \$2,000,000
- Workers' Compensation
 - Statutory Limits
 - Employers Liability
 - \$1,000,000
- Professional Liability, If Applicable
 - Errors/Omission \$2,000,000
- Indemnity Clause

11. **AMENDMENTS.** This Contract and amendments to this Contract shall be in writing and will not be effective until approved by the Klamath County Board of Commissioners and SCOEDD.

- a. This Contract supersedes and cancels any prior contract between the parties hereto for similar services.

12. **SEVERABILITY.** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

13. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

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17. THIS IS THE ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

18. ADDITIONAL TERMS AND CONDITIONS.

- a. **INDEPENDENT CONTRACTOR STATUS.** SCOEDD is an independent contractor and is solely responsible of the conduct of its programs. SCOEDD, its employees and agents shall not be deemed employees or agents of KCPH.
- b. **NOTICE OF LITIGATION.** Each party shall give the other immediate notice in writing of any action or suit filed or any claim made against that party which may result in litigation that is in any way related to this Agreement.
- c. **NOTICES.** Any official notice shall be in writing, contained in a sealed envelope, and delivered by certified mail or in person. Such notice shall be served upon KCPH by delivery to Director, Klamath County Health Department, 3314 Vandenberg Rd, Klamath Falls, OR 97603, and, upon SCOEDD by delivery to 803 Main Street Suite 202, Klamath Falls, OR 97601.
- d. **OREGON LAW AND FORUM.** This Agreement shall be construed and governed according to the laws of the State of Oregon.


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Approved By:

Klamath County Public Health

Signature	Printed Name	Date
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South Central Oregon Economic Development District

	Betty Riley	6/21/21
Signature	Printed Name	Date

