

LETTER OF AGREEMENT

Homeowner (Grant Recipient): Jose and Dorothy Lujan

Amount of Award: \$4,995.00

Project Name: Klamath Falls Woodstove Replacement Grant Completion Date: 06/30/2019

Primary Contact: Dorothy Lujan

Date: June 2, 2019

Klamath County agrees to provide grant funding for the above referenced project as consideration for Grant Recipient satisfactorily performing the Project described in the grant application received by Klamath County, attached to and hereby made a part of this agreement, and subject to the following additional terms and conditions:

1. **Project Description:** Klamath Falls woodstove replacement grant, as described in Grant Application.
2. **Use of Funds:** Funds shall be expended consistent with this agreement and solely on projects that meet the requirements as set forth by the grant application.
 - 2.1. Funds not expended will be retained by the County and included in a future grant cycle. Funds may not be used for the following:
 - 2.1.1. Legal and insurance expenses.
 - 2.1.2. Projects that include fund raising requests for feasibility studies, prizes or awards and requests for capital funding.
 - 2.1.3. Projects that could be considered a regular cost of doing business.
 - 2.2. Release of Funds: Grant funds will only be released upon receipt of the following:
 - 2.2.1. The Grant Recipient must send Klamath County an original Drawdown Request signed in ink (see Attachment 1). Checks will be issued according to the County's usual Accounts Payable schedule.
 - 2.2.2. Drawdown requests (Attachment 1) will be made in accordance with submitted quotes for services. Checks are payable to Grant Recipient.
 - 2.2.3. The total draw request should equal the total dollar amount of the check you are requesting from Klamath County.
 - 2.2.4. The Grant Recipient will keep records of all expenditures relating to Grant Funding. Vouchers, consisting of, bills, invoices, canceled checks, receipts, quotes, estimates, etc., will be retained by the Grant Recipient for three (3) years after the submission and acceptance of a final copy by Klamath County.
3. **Final Product(s):** Grant Recipient to submit receipts supporting use of funds consistent with project requirements and quotes provided.
4. **Applicable Laws, Legal Advice, Licenses:** Grant Recipient shall comply at Recipient's own expense with all laws of any municipal, county, state, federal or other public authority respecting the use of School Grant Funds, which may include public contracting laws. Both parties agree to comply with the Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990, as amended. Specifically, in the carrying out of this Agreement, neither party shall discriminate in

any way as to race, color, creed, national origin, or in any other respect which would violate the aforesaid acts or other state or federal law. The Grant Recipient shall be responsible obtaining its own legal advice, if necessary, concerning the applicability such laws and/or compliance with such laws. The Recipient shall be solely responsible for any licenses or permits required by law, and shall pay all costs, required taxes, fees and charges prescribed by law. The Contractor, throughout the duration of this Contract and any extensions, shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to the Contractor's obligations under this Contract, as those laws, regulations and ordinances may be adopted or amended from time to time.

4.1. The Department's performance under this Contract is conditioned upon the Contractor's compliance with ORS 279B.220, 279B.225, 279B.230 and 279B.235. The Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010 (1) (ee)), recycled PETE products (as defined in ORS 279A.010 (1) (ff)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010 (1) (gg)).

4.2. Any violation of subsection (a.) of this section shall constitute a material breach of this Contract. Further, any violation of this Contract, which Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- Termination of this Contract, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing the replacement Services/replacement Goods/ a replacement contractor.

4.3. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.4. Contract shall comply with the requirements of the Civil Rights Act of 1964, including the following provisions:

4.5. No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving this assistance.

4.6. It shall be an unlawful employment practice for an employer to fail or refuse to hire or to discharge any individual or to otherwise discriminate against any individual; with respect to compensation, terms, conditions, or privileges of employment, segregate, or otherwise adversely affect his status as an employee, because of such individual's race, color, sex, religion, or national origin.

5. Insurance:

5.1 Grant Recipient shall procure and maintain in force, for the entire duration of this Contract, homeowners insurance.

- 5.2 Installing contractor 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 the Grant Recipient or his 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.
- 5.3 Grant Recipient shall furnish to Klamath County certificates of insurance evidencing the existence of all insurance coverage(s) required by this contract prior to the commencement of any work.
- 5.4 **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 the Grant Recipient or its insurer(s) to the County.
- 5.5 Grant Recipient shall ensure that all work is performed by a licensed contractor, and provide proof of licensure.
- 5.6 Grant Recipient's insurance shall be primary and not excess to, or contributory with any insurance coverage provided by County. Grant Recipient's insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by this contract.
- 5.7 Grant Recipient shall ensure that the County is provided with a renewal certificate at least fifteen (15) 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.
6. **Indemnification:** Grant recipient agrees to defend, indemnify and save County, its agents, officers and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of Recipient or its agents or employees. Grant Recipient agrees to defend and hold harmless Klamath County from any claim or action alleging misuse, misappropriation, spending of funds for ineligible expenses, or inadequate oversight related to this grant.
7. **Publicity and Acknowledgement of Support:** The Chiloquin Woodstove Change Out Grant recipient agrees to give appropriate credit to Klamath County for their financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding services performed pursuant to this Agreement or the Klamath County Logo Usage Agreement, i.e. *"This project was partially funded by the Klamath County Public Health Woodstove change out grant program."*
8. **Termination:** This agreement may be terminated or modified upon the occurrence of the following circumstances:
- 8.1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Failure to comply with the conditions of the Agreement or Logo Usage Agreement is cause for Klamath County to terminate and Grant Recipient becomes ineligible for grant funds for the next 4 (four) application cycles
- 8.2. In the event of termination prior to Project completion Klamath County will cancel all unpaid installments of the Project and will be entitled to return of any funding expended for purposes not authorized by Klamath County.
- 8.3. In the event Grant Recipient fails to comply with Section 5 (Applicable Laws) or Section 8 (Public Access and Use) of this agreement, Grant Recipient shall refund the entire grant award to Klamath County.

9. **Subcontracts:** Contractor shall not enter into any subcontracts for any services required under this Contract without Department's prior written consent. In addition to any other provisions Department may require, Contractor shall include in any permitted subcontract provisions to ensure that Department will receive the benefit of subcontractor's performance as if the subcontractor were Contractor. Department's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
10. **Third Party Beneficiaries:** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. Department is an intended beneficiary of the terms of this Contract.
11. **HIPAA Compliance:** If the Services funded in whole or in part with financial assistance provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, Services funded in whole or in part with financial assistance provided under this Contract are covered by HIPAA. Contractor shall comply and cause all Providers to comply with the following:
- 11.1 Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and County for purposes directly related to the provision of services to Contractor's clients, which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Oregon Privacy Rules, OAR 407-014-0000 et. Seq., or County policy, Section 900." HIPAA Policy" of the Klamath County Human Resources Policy & Procedures Manual, if done by County. A copy of the most recent Klamath County Human Resources Policy & Procedures Manual is available through the Human Resources Department at 305 Main Street, Klamath Falls, Oregon 97601.
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. **Attorneys' Fees:** Neither County nor Contractor is entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Contract.
14. **Conflict of Interest:**
- 14.1. Klamath County desires to have Grant Recipient refrain from activities which could be interpreted as creating an organizational conflict of interest.
- 14.2. Grant Recipient agrees to avoid any activities which may influence the decisions of Klamath County or which directly or indirectly affect the interest of the County where Grant Recipient has a personal interest in the matter which may be incompatible with the interest of Klamath County Government, and to promptly notify County regarding any change in Grant Recipient's private interests or the Services under this Agreement which may result or appear to result in a conflict of interest.
15. **Authorization:** The undersigned certifies under penalty of perjury both individually and on behalf of Grant Recipient that: The undersigned is a duly authorized representative of Grant Recipient, has been

authorized by Grant Recipient to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Grant Recipient.

**KLAMATH COUNTY
BOARD OF COMMISSIONERS:**

Klamath County Board of Commissioners
305 Main Street
Klamath Falls, OR 97601
(541) 883-5100

Chairman

Commissioner

Commissioner

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Klamath County Counsel

GRANT RECIPIENT:

(541) 205 5025

Joe N. Kim
Signature

Jose R. Lujan
Title

