



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: Agreements Item No:

Date: February 7, 2023

Originating Department: Public Works

Issue: In the matter of an Agreement between Klamath County and Klamath Irrigation District for Aggregate Purchase.

Background: Klamath Irrigation District (KID) is converting irrigation ditches and canals into piped facilities to mitigate water loss. In doing so, KID is in need of fill material for backfill, and have requested to purchase material currently stockpiled at the Harpold Quarry and owned by Klamath County. This material is “crusher reject”, and has not been used or needed for County road purposes. The cost for the crusher reject is \$5.00 per cubic yard.

Recommended Motion: Board to approve and execute the Agreement between Klamath County and Klamath Irrigation District for Aggregate Purchase. Fiscal Impact to be determined by material used.

DONE AND DATED this _____ day of _____, 20__.

Chair
Approved
Denied

Vice-Chair
Approved
Denied

Commissioner
Approved
Denied

**AGREEMENT
FOR AGGREGATE PURCHASE
KLAMATH COUNTY &
KLAMATH IRRIGATION DISTRICT**

This agreement, made and entered into this _____ day of _____, 2023, by and between Klamath County, a governmental subdivision of the State of Oregon, hereinafter called "County" and the Klamath Irrigation District, a recognized district within the state of Oregon, hereinafter called "District".

WITNESSETH

WHEREAS, the District is converting irrigation ditches and canals into piped facilities to mitigate water loss due to ground absorption and natural evaporation and in doing so is in need of fill material for backfill; and

WHEREAS, the District has requested to purchase material currently stockpiled at the Harpold Quarry and owned by Klamath County; and

WHEREAS, it has been determined by County road department staff that the stockpiled material is crusher reject and has not been used by the County for road purposes;

WHEREAS, it has been decided by County road department staff that the stockpiled material is not needed by the County at this time;

NOW THEREFORE, the County and District agree as follows:

- A. **Material:** The County will sell, to the district, the crusher reject at Harpold Quarry and located as displayed on Exhibit 'A'. The cost for the crusher reject is \$5.00 per cubic yard.
- B. **Term:** This agreement shall be in effect April 15th 2023 and shall end on April 15th 2028 and may be renewed for (1), five-year term. Both parties shall agree in writing to any proposed extension and shall be subject to available material.
- C. **Notification:** The District shall notify Klamath County Public Works when it intends on hauling material from Harpold Quarry.
 - **Notification Contacts:** Ryan Hamilton, Engineer II, 541-883-4696
Ralph Brown, Road Superintendent, 541-883-4585
- D. **Measurement:** The District will keep track of the number of cubic yards used and shall notify the County of the quantity weekly.
- E. **Delivery:** The District will provide all equipment necessary for loading and hauling the material.
- F. **Road Maintenance:** The District will be responsible for maintaining the haul access road during that time the District is in the quarry and if damage occurs to the road from the operation.
- G. **Seasonal Restrictions:** The District shall haul material between April 15th and November 15th, of each year that the agreement is in effect.

Additional Provisions:

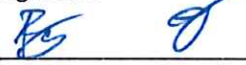
- **Invoice:** The County will invoice the District monthly for the material used.
- **Payment:** The District will make prompt payment (less than 30 days) from receiving the invoice from the County.
- **Warranty:** The County provides no warranties as to the quality, gradation or composition of the material.
- **Amendments:** This agreement and any amendments to this agreement shall be in writing and will not be effective until approved by the Klamath County Board of commissioners or the liaison to Public Works within their authority outlined in the County's contracting policies.

- **Termination:** This agreement may be cancelled by either party by providing thirty (30) days written notice. The County reserves the right to void the agreement if at any time the County desires to use the material for maintenance purposes.
- **Constraints:** The District agrees to defend, indemnify and save County, its agents and employees harmless from any and all losses, claims, action, 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 the District or its agents or employees.
- **Attorney Fees:** In the event of suit or action is instituted to enforce any of the terms of this agreement, each party shall be responsible for its own attorney fees, costs and related expenses.
- **Conflict of Interest Clause:** all parties are to refrain from activities which could be interpreted as creating a conflict of interest.
- **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflict of laws.

IN WITNESS THEREOF, the parties hereto have executed this Agreement, the date, month and year set forth.

Klamath Irrigation District

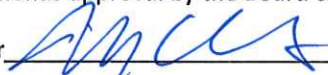
 pres 1-12-23
 Signature Title Date

 VP 1-12-23
 Signature Title Date

 member 1-12-23
 Signature Title Date

Klamath County Public Works Director

Recommends approval by the Board of Commissioners.

Director  Date 1/17/23

KLAMATH COUNTY BOARD OF COMMISSIONERS

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Approved as to Form:

 County Counsel

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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

KLAMATH COUNTY KLAMATH IRRIGATION DISTRICT AGREEMENT EXHIBIT 'A'

This map has been prepared for internal use by the department of Public Works only. Accuracy or completeness is not guaranteed to any other public agency or private party.

