



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category:	AGREEMENTS	Item No:
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Meeting Date: April 18, 2023

Originating Department: Finance

Issue: In the matter of approving and signing Klamath County Domestic Well Financial Assistance Grant agreements.

Background: The Domestic Well Grant Review Panel met on May 5, 2022 to review and recommend grant applications to the Board of County Commissioners (BOCC) for funding. The BOCC reviewed the recommendations and approved funding to grant recipients during the Admin meeting on June 7, 2022. The following grant recipients have satisfied all grant submissions and the agreements are complete and signed by the applicants.

POPE, COLIN	\$40,000.00
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Recommended Motion: Approve and sign the Klamath County Domestic Well Financial Assistance Grant agreements with above recipients. Fiscal impact of \$40,000.00 expenditure from the Commissioners Miscellaneous Grant Fund.

DONE AND DATED this _____ day of _____, 2023.

 Chair

 Vice-Chair

 Commissioner

Approved
 Denied

Approved
 Denied

Approved
 Denied

KLAMATH COUNTY DOMESTIC WELL FINANCIAL ASSISTANCE PROGRAM

LETTER OF AGREEMENT

Grant Recipient: POPE, COLIN

Amount of Award: \$40,000.00

Project Address: 6353 PATTERSON ST., KLAMATH FALLS, OR

Completion Date: 2/2/2023

THIS CONTRACT is made this _____ day of _____, 2023 by and between Klamath County ("County") and the Grant Recipient who is the domestic well owner, whose name and address appear above ("Well Owner").

RECITALS:

- A. Klamath County received grant funds from Oregon Senate Bill 5561 (2021 2nd Special Session) General Fund Grant, Agreement number 107-2021-5561-12. On March 31, 2021, Governor Brown signed Executive Order No. 21-07 declaring a State of Drought Emergency in Klamath County. That Order initiated several opportunities to assist Klamath County residents experiencing domestic well challenges resulting from the drought.
- B. Grant Recipient shall use the Grant for the purposes of well improvements (deepening/replacement) and for mitigation of costs incurred for domestic well work.
- C. Costs Paid for by Others. Grant Recipient may not use any of the Grant to cover costs to be paid for by another State of Oregon agency or any third party.
- D. Grant Recipient is the owner of a well that is used for domestic purposes. Grant Recipient has been adversely affected by a decrease in the static water level of their well due to continuing drought conditions and declines in groundwater levels. These conditions may extend into future years and continue to impact the Home Owner's in the Klamath Basin.
- E. Grant Recipient filed an application through Klamath County Domestic Well Financial Assistance Grant Program, which is attached as "Exhibit A". Exhibit A shall, for all purposes hereof, form an integral part of this Agreement and is hereby incorporated by reference in its entirety.
- F. Grant Recipient filed a "Dry Well Report" with the Klamath Watermaster's office or online with Oregon Water Resources department (OWRD).

BACKGROUND

County is the recipient of Klamath County Domestic Well Financial Assistance Grant (DWFA) funds. Under DWFA, the County may use funds to respond to the negative impacts of the declared drought. This Agreement sets out the basis upon which recipient will utilize the funds to mitigate the negative impact the drought had within Klamath County. The Appendices attached hereto shall for all purposes hereof form an integral part of this Agreement and are hereby incorporated by reference in their entirety.

AGREEMENT

1. Allowance. In consideration for Grant Recipient's full and strict compliance with the terms and conditions set forth below, Klamath County agrees to pay to Grant Recipient 75% of the total costs incurred, to complete the domestic well work outlined in the application, up to \$40,000.
2. Correction of Problem. Grant Recipient must work in good faith to complete and remedy the impact on the well with the estimated or actual cost of completing the work. Grant Recipient agrees, as a condition to the receipt and retention of funds paid by Klamath County pursuant to this Agreement, that he/she shall undertake and complete the work.
3. Inspection of Work. Upon notice from Grant Recipient that the well repair or replacement has been completed, Klamath County may arrange with Grant Recipient to inspect the work and confirm that the work was completed. Grant Recipient will allow County or its designee the right to come onto Grant Recipient's land and undertake such tests and inspections of the well and do all other acts determined by County to confirm that the repairs or replacement are in compliance with the grant criteria. Grant Recipient will be provided with 24-hour notice of inspection of work. If County determines that Grant Recipient is not in compliance with the work described herein County shall advise Grant Recipient of its finding and describe the necessary work Grant Recipient must undertake to complete the repairs/replacement of the well. Grant Recipient shall, thereafter, have a reasonable time to complete said work and request another inspection of the well by County. Upon the request for another inspection, County may conduct such further inspection and review as County deems appropriate.
4. Reimbursement of Allowable Costs and Documentation of Expense. Upon Grant Recipient's approved application, invoices from Well Driller or Pump Contractor, filed with County, AND completed and approved inspection of work from Water Master's office, County shall pay said amount to Grant Recipient as REIMBURSEMENT OF FUNDS SPENT. As a condition precedent to the payment of any funds under this Agreement, Grant Recipient shall provide to County true, correct, and complete photocopies of all invoices, statements, receipts, checks, and other documentation of the actual expenses incurred by Grant Recipient in completing the work on the well. Grant Recipient shall provide said information to County within 30 days after completion of the work. Failure to complete the work and/or provide the documentation shall terminate all obligations of County pursuant to the terms of this Agreement.
5. Disclaimer. County does not represent or warrant that the work completed under this program will produce an adequate water supply to Grant Recipient, or that domestic water will be available to Grant Recipient from his/her well, or that the quality of the water produced by the improved well and/or pump will be fit for domestic use.
6. Release of Claims and Indemnification. In consideration for the execution and performance of this Agreement by County, Grant Recipient hereby releases County and its agents and designees from any and all claims of damages or injury arising from the implementation of this program and from the implementation of any and all programs heretofore or hereafter administered by County. Grant Recipient shall indemnify County, its officers, agents, and contractors and hold them harmless from any and all claims, demands, losses, damages, causes or action, suits, and liabilities of every kind arising from or related to Grant Recipient's participation in this program.
7. Attorney Fees.
In the event that 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.

8. Miscellaneous Provisions. Notices or other communications required under this Agreement may be proved by first-class mail, postage prepaid, and addressed to the party at the addresses set forth below. Any mailed notice shall be deemed to have been received on the third business day following mailing.
9. Well Abandonment. Homeowners are encouraged to abandon their dry well if it is no longer going to be used. For more information on abandonment you may contact the Oregon Water Resources Department at (971)287-8218.

To Klamath County Finance:

Klamath County

305 Main Street

Klamath Falls, OR 97601

Telephone: 541-883-4202

To Grant Recipient:

Name(s)

Colin Pope

Address

6353 Patterson St.

Klamath Falls, Or 97603

Phone Number

541-892-5907

Email Address

c4popco@gmail.com

Grant Recipient represents and warrants to County that he/she is the legal owner of the well and has authority to enter into this Agreement with County, and that the adverse impact to Grant Recipient's land from the decrease in the level of the aquifer that supplies the well occurred on or after the Governor Declared Drought after March 31, 2021.

Well Owner will provide County a W-9.

Under penalties of perjury, Grant Recipient certifies that:

1. The number shown on this form is my correct taxpayer identification number; and
2. 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) that 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.

Grant Recipient acknowledges that Grant Recipient is responsible for all taxes, assessments, and/or other obligations, if any, related to the payment of assistance under the terms of this Agreement.



GRANT RECIPIENT

GRANT RECIPIENT #2



DATE

Chair

Vice Chair

Commissioner

DATE