



**BOARD OF COMMISSIONERS**  
**Agenda Item Summary**

<b>Agenda Category:</b>	AGREEMENTS	<b>Item No:</b>
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**Meeting Date:** June 20, 2023

**Originating Department:** Finance

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

**Background:** In 2021 Klamath County experienced a severe and continuing drought. On March 31, 2021 Governor Brown signed Executive order 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. The Domestic Well Grant is to provide financial assistance to the owners of domestic wells located within Klamath County who experienced challenges with their domestic well due to the 2021 drought. The following grant recipients have satisfied all grant submissions and the agreements are complete and signed by the applicants.

EDWARDS, KAREN	\$5,362.50
SOLUS, MEGAN	\$6,256.41

**Recommended Motion:** Approve and sign the Klamath County Domestic Well Financial Assistance Grant agreements with above recipients. **Fiscal impact:** \$11,618.91 expenditure from the Commissioners Miscellaneous Grant Fund.

DONE AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Chair	Vice-Chair	Commissioner
Approved <input type="checkbox"/>	Approved <input type="checkbox"/>	Approved <input type="checkbox"/>
Denied <input type="checkbox"/>	Denied <input type="checkbox"/>	Denied <input type="checkbox"/>

**KLAMATH COUNTY DOMESTIC WELL FINANCIAL ASSISTANCE PROGRAM**

**LETTER OF AGREEMENT**

Grant Recipient: Karen Edwards

Amount of Award: \$5,362.50

Project Address: 146450 Hwy 97 N, Gilchrist OR 97737 Completion Date: 5/13/22

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 2<sup>nd</sup> 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 Water Master'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.

KLAMATH COUNTY DOMESTIC WELL FINANCIAL ASSISTANCE GRANT PROGRAM

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: 541-851-2264

Email: nclaybaugh@klamathcounty.org

To Grant Recipient: Name(s) Karen Edwards-Coyle \_\_\_\_\_

Address 146450 hwy 97 N. \_\_\_\_\_

\_\_\_\_\_ Gilchrist, ore. 97337 \_\_\_\_\_

\_\_\_\_\_ (503-551-5208) \_\_\_\_\_ Phone Number

\_\_\_\_\_ kdedco@gmail.com \_\_\_\_\_ Email Address

\_\_\_\_\_

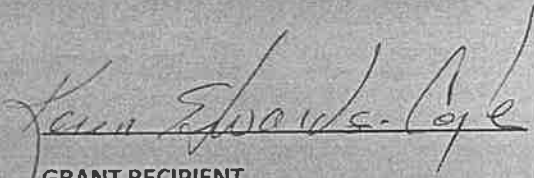
Grant Recipient represents and warrants to County that he/she is the legal owner of the well and has authority to enter into this Agreement with County, and that the adverse impact to Grant Recipient's land from the decrease in the level of the aquifer that supplies the well occurred on or after the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

**KLAMATH COUNTY DOMESTIC WELL FINANCIAL ASSISTANCE PROGRAM**

**LETTER OF AGREEMENT**

Grant Recipient: Megan Solus

Amount of Award: \$6,256.41

Project Address: 10380 Boehm St, Midland OR 97634

Completion Date: 4/25/23

THIS CONTRACT is made this first day of June, 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 2<sup>nd</sup> 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.
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To Klamath County Finance:

Klamath County  
 305 Main Street  
 Klamath Falls, OR 97601  
  
 Telephone: 541-851-2264  
 Email: nclaybaugh@klamathcounty.org

To Grant Recipient:

Name(s)	Megan Solus
Address	PO Box 212
	10436 Boehm Street
	Midland, OR 97634
Phone Number	541-891-4058
Email Address	megansolus78@gmail.com



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\_\_\_\_\_  
**GRANT RECIPIENT**

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
**GRANT RECIPIENT #2**

\_\_\_\_\_  
**Vice Chair**

June 1, 2023  
\_\_\_\_\_

\_\_\_\_\_  
**Commissioner**

**DATE**

\_\_\_\_\_  
**DATE**