

**KLAMATH COUNTY CONTRACTORS GRANT PROGRAM  
LETTER OF AGREEMENT**

Klamath County ("County") agrees to provide grant funding to the below referenced Recipient as consideration for Grant Recipient satisfactorily performing the project described in the application received by the County, attached to and hereby made a part of this Agreement as Exhibit 1, and subject to the following additional terms and conditions:

**Recipient:** \_\_\_\_\_ **Date:** \_\_\_\_\_

1. **Use of Funds:** Funds shall be expended consistent with this Agreement and solely on the requirements as set forth by the Grant. Grant funds must be used to pay for the State of Oregon Contractors Board course fees (Approx. \$400.00 to be reimbursable upon proof of passage of test), a percentage of minimum performance bond/ Insurance, not to exceed \$5,000.00, and State of Oregon Contractors License (Approx. \$250.00). Maximum grant award not to exceed \$5,600.00 per applicant. Testing and Licensing must be completed within twelve (12) months of this Agreement.
2. **Release of Funds:** Grant funds will only be released upon receipt of the following:
  - 2.1 Grant Recipient shall submit a completed IRS form W-9. The W-9 will contain all the information for the individual or entity to whom the County will remit payments.
  - 2.2 The Grant Recipient must send the County an original drawdown request signed in ink (see Attachment 1). Checks will be issued according to the County's usual accounts payable schedule.
  - 2.3 Drawdown requests (see Attachment 1) may be made as necessary and will include an accounting of all funds expended and supporting documentation including but not limited to: invoices, canceled checks, receipts, etc. Checks will be made payable to the Grant Recipient only. No expenses incurred prior to submission of application will be allowed for reimbursement.
  - 2.3 The total drawdown request submitted to the County should be equal to or less than the total of all attached documentation.
3. **Final Report:** Grant Recipient shall submit a written report (see Attachment 2) to the County no later than twelve (12) months from date of this agreement, or when testing and licensing is complete, whichever is sooner.
  - 3.1 Grant recipients are asked to procure and maintain upon completion of certification, a one-year commitment to working in Klamath County. Recipients will be asked to complete a brief report at the end of the year including local commitments and connection.
4. **Applicable Laws, Legal Advice, Licenses:** Grant Recipient shall comply at their own expense with all laws of any municipal, county, state, federal or other public authority respecting the use of contractor grant funds. The Grant Recipient shall be responsible for obtaining their own legal advice, if necessary, concerning the applicability of such laws and/or compliance with such laws. The Grant 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 Grant Recipient, throughout the duration of this Agreement shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement or to the Grant Recipient's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.
  - 4.1 Any violation of subsection (a.) of this section shall constitute a material breach of this Agreement. Any violation shall entitle the County to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:
    - Termination of this Agreement, in whole or in part;
    - 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 Grant Recipient's breach of this Agreement, including but not limited to direct, indirect,



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- incidental and consequential damages, costs of cure, and costs incurred in securing the replacement services/replacement goods/a replacement Grant Recipient.
- 4.2 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.
- 4.3 This Agreement shall comply with the requirements of the Civil Rights Act of 1964, including the following provisions:
- 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.
  - 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. **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 Grant 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.
6. **Termination:** This Agreement may be terminated or modified upon the occurrence of the following circumstances:
- 6.1 Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Failure to comply with the conditions of this Agreement is cause for Klamath County to terminate and Grant Recipient becomes ineligible for grant funds in the future.
- 6.2 In the event Grant Recipient fails to comply with Section 4 (Applicable Laws) of this Agreement, Grant Recipient shall refund the entire grant award to Klamath County.
- 6.3 The Agreement terminates no later than twelve (12) months following the date of this Agreement. No further drawdowns or extensions to the Agreement shall be granted. All requests for funds and required supporting documentation must be received no later than twelve (12) months following agreement date.
7. **Third Party Beneficiaries:** County and Grant Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement 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 Agreement. Klamath County is an intended beneficiary of the terms of this Agreement.
8. **Severability:** If any provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.
9. **Attorneys' Fees:** Neither Klamath County nor Grant Recipient 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 Agreement



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**10. Conflict of Interest:**

10.1 Klamath County desires to have Grant Recipient refrain from activities which could be interpreted as creating an organizational conflict of interest.

10.2 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.

11. **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 Agreement and to execute this Agreement 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

**GRANT RECIPIENT:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Klamath County Counsel

