

**AMENDMENT TO YAMHILL COUNTY RURAL BROADBAND EXPANSION PROJECT –
GRANT AGREEMENT**

This Amendment (this “*Amendment*”), effective as of December 16, 2021 (the “*Effective Date*”), to the Yamhill County Rural Broadband Expansion Project – Grant Agreement, dated as of December 29, 2020, (the “*Grant Agreement*”) is entered into by and between Yamhill County, a political subdivision of the State of Oregon (the “*County*”), and McMinnville Access Company, DBA OnlineNW, an Oregon corporation (the “*Recipient*”). Capitalized terms not defined herein have the meanings ascribed to them in the Grant Agreement.

BACKGROUND

A. The Recipient and the County entered into the Grant Agreement for the purposes set forth therein.

B. Since entering into the Grant Agreement, the Recipient has spent in excess of \$500,000.00 of the Recipient’s funds and \$97,087.90 of the Grant Funds on the Project. The Recipient intends to spend the remainder of the Grant Funds on the Project (the “*Additional Expenditures*”).

C. The County and the Recipient desire to amend the Grant Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AMENDMENT

1. Amendment. The County and the Recipient hereby agree to amend the Grant Agreement as follows as of the effective date of this Amendment:

Notwithstanding anything in the Grant Agreement to the contrary, the County hereby agrees that (i) all of the Recipient’s obligations to expend funds related to the Project will be satisfied by the Recipient spending the Additional Expenditures on the Project and (ii) the Recipient is not obligated to make any additional expenditures from its own funds or to complete any other expenditures contemplated under the “Total Project Cost” on Exhibit A of the Grant Agreement in order to satisfy the terms and obligations thereof.

2. Integration. This Amendment, together with the Grant Agreement, constitutes the entire agreement of the parties relating to the subject matter of this Amendment. There are no promises, terms, conditions or obligations other than those set forth in this Amendment and the Grant Agreement. This Amendment supersedes all prior communications, representations, or agreements, verbal or written, among the parties relating to the subject matter of this Amendment. This Amendment may not be amended except in a written instrument executed by the parties.

3. Governing Law. This Amendment will be governed by and construed in accordance with the laws of the State of Oregon.

4. No Other Amendment. Except as amended above, the Grant Agreement shall remain unchanged and in full force and effect.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument. Any signature page to this Amendment delivered by facsimile or e-mail transmission of images shall be binding to the same extent as an original signature page.

[Signature Page Follows]

The parties have executed this Amendment effective as of the Effective Date.

COUNTY:

By: 
Kenneth Huffer, County Administrator

RECIPIENT:


Kathy Tate, CEO

SIGNATURE PAGE
TO AMENDMENT TO GRANT AGREEMENT

Accepted by Yamhill County
Board of Commissioners on
12/16/21 by Board Order
21-498