

GRANT REPAYMENT AGREEMENT

Parties:

STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, (“ODOT”); and

YAMHILL COUNTY, by and through its Board of Commissioners

Recitals:

A. ODOT administers the ConnectOregon grant program pursuant to ORS 367.080-367.086 and OAR Chapter 731, Division 35. Yamhill County applied for and received grant funds as part of the ConnectOregon VI round of funding. Specifically, Yamhill County was conditionally awarded grant funds (the “Conditional Grant”) of up to \$1,012,086 or 70% of eligible project costs (whichever is less), on a reimbursement basis, for the design of three pedestrian bridges and the construction of one of those bridges as part of the Yamhelas Westsider Trail project. ODOT and Yamhill County executed Grant Agreement No. 31632 (the “Grant Agreement”) to govern the parties’ rights and duties with respect to the Conditional Grant.

B. By written notice dated March 8, 2021 (the “Termination Notice”), ODOT terminated the Grant Agreement for the reasons described in the Termination Notice.

C. As of the March 8, 2021, termination date, ODOT had disbursed \$687,532.78 in Conditional Grant funds to Yamhill County (the “Disbursed Funds”). The parties have reached the agreement below for Yamhill County to repay the Disbursed Funds to ODOT.

Agreement:

1. **Recitals incorporated.** The above recitals are incorporated into this agreement by reference.

2. **Repayment.** Yamhill County shall repay to ODOT the total Disbursed Funds in the amount of \$687,532.78. Payments shall be made in three annual installments as follows: (i) \$229,177.59 shall be due on February 15, 2022, (ii) \$229,177.59 shall be due on February 15, 2023, and (iii) \$229,177.60 shall be due on February 15, 2024. Yamhill County shall deliver payment to the following address in good and immediately available funds:

ODOT
Attn: ConnectOregon
355 Capitol Street, NE
Mail Stop 21
Salem, OR 97301

ODOT may from time to time designate a different address for delivery of payments.

3. **Default.** Yamhill County shall be considered in default of this agreement if any payment is not received by ODOT within 10 calendar days of the due date.

4. **Interest.** No interest shall accrue on the repayment amount due under this agreement so long as Yamhill County is not in default. Upon default, simple interest shall accrue on the total repayment amount then owing at the rate of 9% per annum from the date of default until the balance is paid in full.

5. **Remedies.** If Yamhill County defaults under this agreement, the full unpaid balance under Section 3 shall become immediately due and payable and ODOT may bring an action for recovery of the unpaid sum plus interest in Marion County Circuit Court and may exercise all available rights and remedies pursuant to the Grant Agreement.

6. **Grant Terms.** Except as expressly set forth herein, this agreement does not change or cancel any of terms of the Grant Agreement.

7. **Time.** Time is of the essence with respect to of all terms in this agreement.

8. **Amendments.** This agreement may not be amended or modified except by a further writing signed by the parties.

9. **Counterparts and Electronic Signatures.** The parties may execute this agreement in one or more counterparts, which together shall constitute a single agreement. A scanned, faxed, or electronic signature on this document shall be effective as an original signature.

10. **Successors and Assigns.** This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

It is so agreed:

YAMHILL COUNTY, by and through its Board of Commissioners



Date 2/16/22

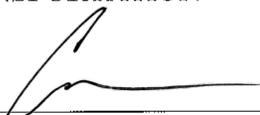
By: Lindsay Berschauer
Title: Chair, Board of Commissioners



Date 2/16/2022

By: Kenneth Haffer
Title: County Administrator

STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION



Date 02/16/2022

By: Cooper Brown
Title: Assistant Director for Operations

Accepted by Yamhill County Board of Commissioners on 1/27/22 by Board Order # 22-31