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**MODIFICATION OF
AGREEMENT WITH BALL JANIK, LLP
TO PROVIDE CONSULTING SERVICES
TO YAMHILL COUNTY – July 1, 2014 to June 30, 2015**

THIS MODIFICATION OF AGREEMENT ("Agreement") is entered into the last dates set forth adjacent to the signatures of the parties below effective July 1, 2014, by and between Yamhill County, a political subdivision of the State of Oregon, hereinafter called "County", and Ball Janik, LLP, Attorneys, hereinafter called "Consultant."

RECITALS:

- A. County and Consultant are parties to the "Yamhill County Agreement with Ball Janik, LLP to Provide Consulting Services to Yamhill County" dated December 15, 2003 and memorialized in County records as Board Order 03-881 (the "Underlying Agreement").
- B. Numbered paragraph 11 of the Underlying Agreement established a term of one year from July 1, 2003 through June 30, 2004 but further provided that the agreement would be automatically renewed for successive one year terms beginning July 1, 2004 unless terminated in accordance with subsection 11(b). It further provided that the compensation established by Section 2, including the not-to-exceed figure, would remain in effect for renewal terms beginning July 1, 2004 unless the parties agreed to a different amount in a written agreement executed by both parties.
- C. In subsequent modifications of the Underlying Agreement, the compensation stated was:
- Fiscal year 2004-2005 not-to-exceed \$87,973.82
 - Fiscal year 2005-2006 not-to-exceed \$85,600.00
 - Fiscal year 2006-2007 not-to-exceed \$87,400.00
 - Fiscal year 2007-2008 not-to-exceed \$86,400.00
 - Fiscal year 2008-2009 not-to-exceed \$72,600.00
 - July 1, 2009 through March 31, 2010 not-to-exceed \$64,850.00
 - April 1, 2010 through June 30, 2011 not-to-exceed \$71,100.00
 - Fiscal year 2011-2012 not-to-exceed \$70,600.00
 - Fiscal year 2012-2013 (as modified) not-to-exceed \$84,400.00
 - Fiscal year 2013-2014 not-to-exceed \$69,400.00
- D. The parties desire to make this Modification of Agreement to restate the compensation for the period July 1, 2014 through June 30, 2015 to reflect sums pledged by entities to County, which County will use to pay Consultant's fees.
- E. The parties also desire to approve a Revised Scope of Work attached as Exhibit "A" Revised July 1, 2012 and further revised effective May 9, 2013.
- F. This Modification of Agreement for fiscal year 2014-2015 now includes lobbying activities in Salem, Oregon as detailed in Exhibit A. Consultant shall now be reimbursed for lobbying activities in Salem, Oregon as detailed in Exhibit A.

Accepted by Yamhill County
Board of Commissioners on

8-28-14 by Board Order
14-534

NOW, THEREFORE:

AGREEMENT:

In consideration of the mutual promises, covenants and agreements of the parties, it is agreed that the Underlying Agreement is hereby modified as follows:

Section 1. Numbered paragraph 1 of the Underlying Agreement is modified to read in its entirety as follows:

Scope of Work: The Consultant agrees to provide the services provides in the Revised Scope of Work, which is set forth in Exhibit "A", attached hereto and incorporated by this reference. The Consultant represents and warrants that the Consultant can perform the Work outlined in the Revised Scope of Work within the compensation amount set forth on paragraph 2 hereof.

Section 2 Numbered paragraph 2 of the Underlying Agreement is modified to read in its entirety as follows:

Compensation: The Consultant agrees to perform the Work for a not-to-exceed fee (including costs and expenses) of the following amount for the period July 1, 2014 through June 30, 2015:

Sixty Nine Thousand Four Hundred Dollars (\$69,400.00) plus, but not to exceed, such additional sums as may be committed for fiscal year 2014-2015 by third parties.

The Consultant shall not exceed the fee for the Work. If the Consultant determines that the fee is likely to exceed the not-to-exceed figure, the Consultant shall notify the County in writing of the circumstances with an estimated amount above the not-to-exceed fee figure. The Consultant shall obtain written permission from the County before exceeding the not-to-exceed fee figure. If the Consultant does Work that exceeds the not-to-exceed fee figure prior to obtaining the written permission, the Consultant waives any right to collect any amount above the not-to-exceed fee figure.

Section 3. Except as specifically provided in Section 1 and Section 2 above, all other terms and conditions in the Underlying Agreement remain in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES BELOW.

CONSULTANT

By: Michelle Siguerre
Name: MICHELLE SIGUERRE
Title: DIRECTOR, GOVT. AFFAIRS
Date: JULY 21, 2014

YAMHILL COUNTY, OREGON

By: Allen Springer
Name: Allen Springer
Title: Chair, Board of Commissioners
Date: 8-28-14

APPROVED AS TO FORM:

By: Christian Boenisch
CHRISTIAN BOENISCH
County Counsel

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Accepted by Yamhill County
Board of Commissioners on
8-28-14 by Board Order
14-536

EXHIBIT "A"
Revised July 1, 2012 and further Revised
Effective May 9, 2013

REVISED SCOPE OF WORK

Yamhill County
and the Yamhill County Parkway Committee
Consultant Services

Ball Janik, LLP, Attorneys ("Consultant") has provided consultant services for Yamhill County and its Parkway Committee since 2001. In this revised Scope of Work, Consultant will continue to develop, refine, and implement the strategic plan to address planning for and ultimately funding of both Phase 1 and future phases of the Newberg-Dundee Bypass project ("Project"). The overriding goal of this effort is to educate, inform, and sustain the extremely high level of support from the Oregon Congressional delegation and other key stakeholders for continuing to make this Project one of the very highest statewide priorities for federal funding. A proposed outline for scope of work ("Work") follows:

1. Inform and develop information and action plans for key decision makers and interest groups related to:
 - Public, private, stakeholder support or opposition
 - Work completed to date
 - Strategies for continuing to phase the Project
 - Next steps
2. Monitor and report on any new congressional efforts to provide funding for specific transportation projects through authorization legislation, possible inclusion of transportation projects in economic stimulus or "jobs" bills, transportation grant opportunities such as TIGER, and the annual appropriations process.
3. Examine, recommend and support action related to:
 - Federal support for the Project, including innovative financing programs.
 - State support for the Project including funding for enhancements of the Dundee intersection, Hwy 219 intersection, bike and trail paths in the bypass area and preserving Phase 1 savings for the Newberg/Dundee Bypass Project.

4. Identify, arrange, and prepare City and County officials or their delegates for meetings deemed mutually appropriate.
5. Work with City, County, and Parkway Committee officials to secure resolutions and letters of support from private businesses, chambers of commerce, civic organizations and others.
6. Assess, track, and report on the status and impact of any future federal requirements for additional environmental reviews for the Project, including:
 - status, timing, deadlines of any future environmental reviews as they relate to the schedules of federal funding opportunities including: authorization legislation; annual appropriations; and transportation grants
 - informing concerned parties of any delay that future environmental reviews may have on ultimately securing additional federal funding for the Project
7. Budget: The budget for services, costs and expenses is set forth in the underlying agreement.
8. Reporting and billing: Consultant will be in regular contact with the County through phone, fax, email, written reports as requested, regular meetings and briefing sessions. In addition, Consultant will attend local meetings as requested by the County. A monthly bill itemizing all services will be provided. This bill will identify all contacts, meetings, memos and other services provided.

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