

**MODIFICATION OF
AGREEMENT WITH Summit Strategies Government Affairs, LLC
TO PROVIDE CONSULTING SERVICES
TO YAMHILL COUNTY - July 1, 2021 to June 30, 2022**

THIS MODIFICATION OF AGREEMENT ("Agreement") is entered into the last dates set forth adjacent to the signatures of the parties below effective July 1, 2021, by and between Yamhill County, a political subdivision of the State of Oregon, hereinafter called "County", and Summit Strategies Government Affairs, LLC, an Oregon limited liability company, hereinafter called "Consultant."

RECITALS:

- A. County and Ball Janik, LLP were 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"). On January 30, 2015 this Underlying Agreement was assigned and transferred to Consultant.
- 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 Underlying 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
 - Fiscal year 2014-2015 not to exceed \$69,400.00
 - Fiscal year 2015-2016 not to exceed \$69,400.00
 - Fiscal year 2016-2017 not to exceed \$142,900.00
 - Fiscal year 2017-2018 not to exceed \$117,900.00
 - Fiscal year 2018-2019 not to exceed \$117,900.00
 - Fiscal year 2019-2020 not to exceed \$117,900.00
 - Fiscal year 2020-2021 not to exceed \$145,500.00
- D. The parties desire to make this Modification of Agreement to restate the compensation for the period July 1, 2021 through June 30, 2022 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, May 9, 2013, and further revised effective July 1, 2015.
- F. This Modification of Agreement for fiscal year 2021-2022 now includes lobbying activities in Washington, D.C. and Salem, Oregon as detailed in Exhibit A.

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, 2021 through June 30, 2022:

One Hundred Forty Thousand Four Hundred Dollars (\$140,400.00) plus, but not to exceed, such additional sums as may be committed for fiscal year 2021-2022 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.

Section 4. The recitals set forth above are incorporated into the Underlying Agreement as a material and substantive part of the Underlying Agreement.

(Signature page follows)

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

CONSULTANT

YAMHILL COUNTY, OREGON

By: Michelle Giguere
Name: MICHELLE GIGUERE
Title: PARTNER
Date: 10/31/2021

By: [Signature]
Name: Mary Starrett
Title: Chair, Board of Commissioners
Date: 11/9/21

APPROVED AS TO FORM:

By: [Signature]
CHRISTIAN BOENISCH
County Counsel

Date: 11/2/21

Accepted by Yamhill County
Board of Commissioners on
11/9/21 by Board Order
21-466

EXHIBIT "A"

Revised July 1, 2012, May 9, 2013, and July 1, 2015 and further Revised Effective July 1, 2021

REVISED SCOPE OF WORK

**Yamhill County and the Yamhill County Parkway Committee
Consultant Services**

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

 - FAST act reauthorization, possibility of project earmarks, support for funding for Projects of Regional and National Significance, INFRA and BUILD grants
 - Next version of COVID-19 relief bills, including possible new highway funding and possible 100% federal funding with no required non-federal match
 - Monitor and work on any special broad infrastructure funding bills
 - Transportation Appropriations bills, possible special project earmarks, funding for discretionary grant programs including INFRA, BUILD, PRNS
 - Discretionary grant round cycles for INFRA, MWACT, ODOT, OTC, Governor's office
 - Work with ODOT/OTC, congressional delegation regarding annual reallocation of unspent federal highway funds

- Work with USDOT officials regarding grants, support for rural projects, and innovative financing programs such as TIFIA and others
- Continued work with Oregon congressional delegation, and key authorizing and appropriations committee leaders and staff

STATE

- Continued work with key legislators, Parkway committee, MWACT to advance completion of project
 - Monitor E-board and special sessions regarding any chance to allocate new funds to project, recommending possible action
 - Monitor and recommend actions related to any reallocation of HB2017 transportation funding
 - Prepare for 2022 legislative session, working with legislators on legislative concepts, September and November legislative days, and deadline for legislative counsel and bill finalization in December
 - Organize stakeholders and elected officials to work with state legislature to secure funding to complete project
 - Monitor, prepare for, attend, and report on MWACT and OTC meetings
 - Work to obtain approval of state funding to complete 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:
 - o 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
 - o 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.