

MODIFICATION OF
AGREEMENT WITH Summit Strategies Government Affairs, LLC
TO PROVIDE CONSULTING SERVICES
TO YAMHILL COUNTY - July 1, 2023 to June 30, 2024

THIS MODIFICATION OF AGREEMENT ("Agreement") is entered into the last dates set forth adjacent to the signatures of the parties below effective July 1, 2023, 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 1 1 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 1 1 (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 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
 - Fiscal year 2021-2022 not to exceed \$140,400.00
 - Fiscal year 2022-2023 not to exceed \$125,400.00
 - Fiscal year 2023-2024 not to exceed \$125,900.00
- D. The parties desire to make this Modification of Agreement to restate the compensation for the period July 1, 2023 through June 30, 2024 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, and by this Agreement as of July 1, 2023.
- F. This Modification of Agreement for fiscal year 2023-2024 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.

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 entity 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, 2023 through June 30, 2024:

One Hundred and Twenty Five Thousand Nine Hundred Dollars(\$125,900.00) plus, but not to exceed, such additional sums as may be committed for fiscal year 2022-2023 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

By: Michelle Giguere
Name: Michelle Giguere
Title: Founding Partner
Date: Sept 28, 2023

YAMHILL COUNTY, OREGON

By: Lindsay Benschauer
Name: Lindsay Benschauer
Title: Commissioner
Date: 10/26/23

APPROVED AS TO FORM:

By: Christian Boenisch
CHRISTIAN BOENISCH
County Counsel

Date: 10/30/23

Accepted by Yamhill County
Board of Commissioners on
10-26-23 by Board Order
BO. 23-400

EXHIBIT "A"

Revised July 1, 2012, and May 9, 2013, and July 1, 2015, and
further Revised Effective July 1, 2023

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 2 and Phase 3 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 State and federal funding. Outline of scope of work:

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 fund Phases 2 and 3 of the Project to completion
 - Next Steps
2. Monitor and report on any new congressional and state 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, and the annual appropriations process.
3. Examine, recommend, and support action related to:

FEDERAL

- Federal support for the Project, especially new funding available from IJA/BIL— targeting the new rural program, INFRA program, RAISE program, Bridge and culvert programs, the new PROTECT program, trail and transit programs, and innovative financing programs. In addition,

examine opportunities to increase funding for the bypass from overall increased federal funds flowing to Oregon DOT. Continue to pursue special project funding through the appropriations process.

- Identify, arrange, and prepare City, County, and Parkway officials and other stakeholders for key meetings with federal officials.

STATE

- Monitor and lobby State Legislature and Governor to advance funding for and prioritization of future phases of the project, including any opportunities arising during the 2024 Short Session. Continue communications with key legislators to provide updates and build support for the project as we plan for a major transportation funding package in the Regular Session in 2025.
- Work with ODOT and OTC to urge pursuit of major federal grant opportunities and identify state and local funding matches.
- Work with City, County, MWACT, and Parkway Committee officials to secure resolutions and letters of support from private businesses, chambers of commerce, civic organizations and others.
- Identify, arrange, and prepare City, County, and Parkway officials and other stakeholders for key meetings with legislators and State officials.