

**HAUGEBERG, RUETER, GOWELL, FREDRICKS & HIGGINS, P.C.**

FORMERLY  
MARSH, MARSH, HAUGEBERG & RUETER, P.C.  
EST. 1860

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GARY A. RUETER  
WALTER R. GOWELL  
DOUGLAS S. FREDRICKS\*  
ROBERT G. HIGGINS  
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FAX: (503) 472-4713

October 10, 2001

Chuck Cox, City Mayor  
City of Newberg  
P. O. Box 970  
Newberg, OR 97132

Dear Chuck:

Enclosed is one original Cooperative Agreement with Yamhill County for the engagement of a lobbyist on the Newberg/Dundee Transportation Project for your records. Also enclosed are copies of signature pages of the other participants. Please staple these to the back of your original Agreement so that you will also have a complete set.

One original set of signature pages has been given to the Commissioner's office with their Agreement.

Very truly yours,



David C. Haugeberg, Chair  
Yamhill County Parkway Committee

DCH:cmp

Enclosure

cc: Commissioner Leslie Lewis

f:\law\dch\highway\NewbergCoxLtr\#5484-6

**COOPERATIVE AGREEMENT**  
**Newberg-Dundee Transportation Improvement Project**

THIS AGREEMENT is made and entered into by and between **YAMHILL COUNTY**, acting by and through its designated officials, hereinafter referred to as "County"; the **CITY OF NEWBERG**, acting by and through its designated officials, hereinafter referred to as "Newberg"; the **CITY OF DUNDEE**, acting by and through its designated officials, hereinafter referred to as "Dundee"; the **CITY OF McMINNVILLE**, acting by and through its designated officials, hereinafter referred to as "McMinnville"; **McMINNVILLE INDUSTRIAL PROMOTIONS, INC.**, acting by and through its Board of Directors, hereinafter referred to as "MIP"; and **THE GREATER McMINNVILLE CHAMBER OF COMMERCE**, acting by and through its Board of Directors, hereinafter referred to as "McMinnville Chamber".

**RECITALS**

1. Highway 99W, also known as Pacific Highway West, is a part of the state highway system under the jurisdiction and control of ODOT. All parties to this Agreement have a strong interest in improving traffic flow through the Highway 99W corridor by improvements on Highway 99W, construction of alternate routes or other solutions to resolve traffic congestion.
2. By the authority granted in ORS 190.110, Yamhill County may enter into cooperative agreements with cities and other units of local government for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, the parties to this Agreement hereby enter into an agreement to identify and procure for the Newberg-Dundee Transportation Improvement Project, project funding and promotions, hereinafter referred to as "Project".
2. The Project shall be paid for with funds from each of the parties to this Agreement in the amounts authorized by this Agreement.

3. The term of this Agreement shall begin on July 1, 2001, and shall terminate on June 30, 2002, unless extended by the Parties.
4. The 2001-2002 Project cost is estimated at \$58,200.00. The estimate for the total Project cost is subject to change; provided, however, that the financial obligation of each party may be increased only by a written agreement modifying this Agreement.

#### **COUNTY OBLIGATIONS AS FUNDS CUSTODIAN AND CONTRACTING ENTITY**

1. Yamhill County agrees to serve as funds custodian for amounts contributed under this Agreement under the terms of this Agreement. From funds contributed under this Agreement, Yamhill County agrees to enter into agreements for the Project and pay any consultant costs and other necessary costs related to administration of the Project.
2. After July 1, 2001, Yamhill County shall send to each of the other parties to this Agreement a letter of request for the contributions due under this Agreement, unless payment has already been made. Payments are due within 30 days of receipt of the County's request.
3. Yamhill County shall send to the other parties to this Agreement copies of any Project reports produced from the work under this Agreement.

#### **AUTHORIZED ACTIVITIES**

1. Each of the parties to this Agreement shall appoint one representative to the Project Committee to review proposed activities to be funded with contributions made under this Agreement. Before Yamhill County contracts with third parties for administration of a Project activity, the activity must be approved by at least 3 representatives.
2. A representative appointed to the Project Committee by a party to this Agreement may be removed at any time by the party and replaced with another suitable representative. Notice of appointment of a representative shall be given by the appointing party to all other parties.

#### **COUNTY FINANCIAL OBLIGATIONS**

1. County shall transfer, beginning July 1, 2001, payments not to exceed the total sum of \$9,000.00, to be used toward the Project.

2. County represents that this Agreement is signed by personnel who have been duly authorized to do so by the County governing body.

#### **NEWBERG FINANCIAL OBLIGATIONS**

1. Newberg shall send to Yamhill County, after July 1, 2001, and within 30 days of receipt of a letter of request from Yamhill County, payments not to exceed the total sum of \$18,000.00, to be used toward the Project.
2. Newberg represents that this Agreement is signed by personnel who have been duly authorized to do so by the City of Newberg governing body.

#### **DUNDEE FINANCIAL OBLIGATIONS**

1. Dundee shall send to Yamhill County, after July 1, 2001, and within 30 days of receipt of a letter of request from Yamhill County, payments not to exceed the total sum of \$6,000.00, to be used toward the Project.
2. Dundee represents that this Agreement is signed by personnel who have been duly authorized to do so by the City of Dundee's governing body.

#### **McMINNVILLE FINANCIAL OBLIGATIONS**

1. McMinnville shall send to Yamhill County, after July 1, 2001, or within 30 days of receipt of a letter of request from Yamhill County, payments not to exceed the total sum of \$18,000.00 to be used toward the Project.
2. McMinnville represents that this Agreement is signed by personnel who have been duly authorized to do so by the City of McMinnville's governing body.

#### **MIP FINANCIAL OBLIGATIONS**

1. MIP shall send to Yamhill County, after July 1, 2001, and within 30 days of receipt of a letter of request from Yamhill County, payments not to exceed the total sum of \$6,000.00 to be used toward the Project.
2. MIP represents that this Agreement is signed by personnel who have been duly authorized to do so by the MIP's board of directors.

## **McMINNVILLE CHAMBER FINANCIAL OBLIGATIONS**

1. McMinnville Chamber shall send to Yamhill County, after July 1, 2001, and within 30 days of receipt of a letter of request from Yamhill County, payments not to exceed the total sum of \$1,200.00 to be used toward the Project.
2. McMinnville Chamber represents that this Agreement is signed by personnel who have been duly authorized to do so by the McMinnville Chamber's board of directors.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by written mutual consent of all parties.
2. Yamhill County may terminate this Agreement effective upon delivery of written notice to all parties, or at such later date as may be established by Yamhill County, under any of the following conditions:
  - a. If Yamhill County fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the Agreement.
  - b. If federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited, or Yamhill County is prohibited from paying for such work from the planned funding source.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

3. If County, Newberg, Dundee, McMinnville, MIP, and McMinnville Chamber have not each contributed their shares to Yamhill County within 30 days of the date they received letters of request from Yamhill County, County shall have the right on 30 days' written notice to cancel this Agreement, and this Agreement shall automatically terminate.
4. All parties agree that Project deliverables will be determined by County and that each party shall have the right to comment thereon.
5. All parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which hereby are incorporated by reference. Without limiting the generality of the foregoing, all parties expressly agree to comply with

(i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

6. This Agreement and attached exhibits, if any, constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of any Party to enforce any provisions of this Agreement shall not constitute a waiver by that Party of that or any other provision.
7. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

**SIGNATURE PAGE TO FOLLOW**

**SIGNATURE PAGE**

YAMHILL COUNTY, acting by and through its  
designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF DUNDEE, acting by and through its  
designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

McMINNVILLE INDUSTRIAL  
PROMOTIONS, INC., acting by and  
through its Board of Directors

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF NEWBERG, acting by and through its  
designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF McMINNVILLE, acting by and  
through its designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

THE GREATER McMINNVILLE CHAMBER  
OF COMMERCE, acting by and through  
its Board of Directors

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**SIGNATURE PAGE**

YAMHILL COUNTY, acting by and through its  
designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF DUNDEE, acting by and through its  
designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

McMINNVILLE INDUSTRIAL  
PROMOTIONS, INC., acting by and  
through its Board of Directors

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF NEWBERG, acting by and through its  
designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF McMINNVILLE, acting by and  
through its designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

THE GREATER McMINNVILLE CHAMBER  
OF COMMERCE, acting by and through  
its Board of Directors

By Doug C. Beal

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**SIGNATURE PAGE**

YAMHILL COUNTY, acting by and through its designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF NEWBERG, acting by and through its designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF DUNDEE, acting by and through its designated officials

By Roger C. Vondell <sup>per.</sup> 2/20/01

Title MAJOR

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF McMinnville, acting by and through its designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

McMinnville Industrial Promotions, Inc., acting by and through its Board of Directors

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

THE GREATER McMinnville Chamber of Commerce, acting by and through its Board of Directors

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

SIGNATURE PAGE

YAMHILL COUNTY, acting by and through its designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF DUNDEE, acting by and through its designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

McMINNVILLE INDUSTRIAL  
PROMOTIONS, INC., acting by and  
through its Board of Directors

By \_\_\_\_\_

Title PRESIDENT

By \_\_\_\_\_

Title \_\_\_\_\_

Date 9/13/01

CITY OF NEWBERG, acting by and through its designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF McMINNVILLE, acting by and  
through its designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

THE GREATER McMINNVILLE CHAMBER  
OF COMMERCE, acting by and through  
its Board of Directors

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

SIGNATURE PAGE

YAMHILL COUNTY, acting by and through its designated officials

By Reshe R. Lewis 9-26-2001

Title Yamhill County Commissioner

By Robert Johnstone

Title Commissioner

Date 9-27-01

CITY OF DUNDEE, acting by and through its designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

McMINNVILLE INDUSTRIAL  
PROMOTIONS, INC., acting by and  
through its Board of Directors

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF NEWBERG, acting by and through its designated officials

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF McMINNVILLE, acting by and  
through its designated officials

By Kevin Taylor

Title City Manager

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

THE GREATER McMINNVILLE CHAMBER  
OF COMMERCE, acting by and through  
its Board of Directors

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## **RESOLUTION No. 2001-2306**

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**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A  
COOPERATIVE AGREEMENT TO SHARE THE COST OF LOBBY  
SERVICES FROM BALL JANIK, LLP FOR THE NEWBERG-  
DUNDEE TRANSPORTATION IMPROVEMENT PROJECT.**

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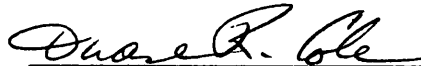
### **RECITALS:**

1. The City of Newberg, City of Dundee, City of McMinnville, McMinnville Chamber of Commerce, McMinnville Industrial Promotions, and Yamhill County have formed a partnership to share the cost of lobby services from Ball Janik, LLP for the Newberg-Dundee Transportation Improvement Project.
2. The City Council has approved a budget for fiscal year 2000-01 and 2001-02 that includes \$50,000 for this program and by sharing the cost with these other agencies, the city's share of the cost will be \$18,000. This is a savings of \$32,000.
3. The City lobby scope of work is attached to this resolution with the Cooperative Agreement. It provides funding to position the City to work with the Congressional Delegation to give the City the best opportunity to receive funding in the 2002-03 round of the Surface Transportation Act..
4. The City has previously worked with Ball-Janik

### **THE CITY OF NEWBERG RESOLVES AS FOLLOWS:**

1. The Mayor is delegated the authority to do all necessary acts including negotiating and executing any necessary documents to enter into a cooperative agreement to share the cost of lobby services provided by Ball-Janik, LLP.
2. The proposed cooperative agreement is attached as Exhibit "A" and will be substantially the same as the final agreement. The agreement shall be effective as of July 1, 2001.

**ADOPTED** by the City Council of the City of Newberg, Oregon, this 2<sup>nd</sup> day of July, 2001.

  
Duane R. Cole, City Recorder

**ATTEST** by the Mayor this 13 day of July, 2001.

  
Charles Cox, Mayor