

**AMENDMENT NO. 1 TO  
PROFESSIONAL TRANSIT MANAGEMENT CONSULTING SERVICES AGREEMENT  
(BCB, LLC *BELIEVE CREATE BUILD* AND YAMHILL COUNTY)**

THIS AMENDMENT NO. 1 (Amendment #1) is made the last date set forth adjacent to the signatures of the parties below, by and between Yamhill County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners (“County”) and BCB, LLC *Believe Create Build*, an Oregon limited liability company, located at 14138 S. Caufield Road, Oregon City, OR 97045 (“Contractor”)

**RECITALS**

A. County and Contractor are parties to that certain Agreement dated February 9, 2015 whereby Contractor is performing professional consulting services in connection with transit management services and performing related duties required by County as detailed in the Agreement. The Agreement is memorialized in County records as Board Order 15-36 (the “Underlying Agreement”).

B. County and Contractor now desire to modify the Underlying Agreement to add additional services for Contractor and to increase the scope of work to include preparation for an on-site review and audit upon the terms and conditions more particularly set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section Four of the Underlying Agreement is hereby amended to include an additional one-time payment of \$6,150.00, for the Additional Services (as defined herein) to be paid following receipt and approval of an invoice in accordance with Section 4 of the Underlying Agreement. The balance of Section 4 remains unchanged.

2. Exhibit A of the Underlying Agreement is hereby amended to include the additional services as described in Exhibit A to this Amendment #1, attached hereto and incorporated herein by this reference (“Additional Services”). The balance of Exhibit A of the Underlying Agreement remains unchanged.

3. Ratification. Except as otherwise expressly modified by the terms of this Amendment #1, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of County and Contractor enforceable according to the terms thereof.

4. Authority. County and Contractor and each of the persons executing this Amendment #1 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

5. Binding Effect. All of the covenants contained in this Amendment #1 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

6. Counterparts. This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.

7. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 on the dates set forth adjacent to their signatures below.

**BCB, LLC BELIEVE CREATE BUILD**



Cynthia Thompson

Title: President

Date: 5-8-15

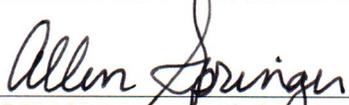
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**APPROVED AS TO FORM:**

By: 

CHRISTIAN BOENISCH, County Counsel

**YAMHILL COUNTY, OREGON**



ALLEN SPRINGER, Chair

Board of Commissioners

Date: 5-11-15



LAURA TSCHABOLD, County Administrator

Date: 5-11-15

Accepted by Yamhill County  
Board of Commissioners on

5.7.15 by Board Order

# 15-124

**EXHIBIT A  
TO AMENDMENT NO. 1**

**ADDITIONAL SERVICES**

**(see attached)**

Yamhill (YCTA) Audit Compliance Project  
 Estimate - Scope and Hours - BCB LLC Believe Create Build

Plan	Estimate	Hours		Notes
		Outside of Current Scope Estimate	Included in Current Scope	
PHASE I				
Preparation for On-Site Review	\$4500	30	10	Gather documents, upload to FTP site, bring things into compliance prior to site visit- such as Title VI notices, Customer info updates, some ADA updates, Spanish translation service and website, staff meeting re: site visit, communication with County and First Transit staff to prepare for site visit.
ODOT Site Visit	\$2400	16	5	May 20, 21 full day meetings
Site Visit Follow-up	\$1800	12	2	Typically response letter outlining the plan to respond to any deficiencies identified
Total	\$8700	58	17	
Total Outside Scope	\$6150	58		

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