

**AMENDMENT NO. 1 TO AGREEMENT FOR
PROFESSIONAL TRANSIT MANAGEMENT CONSULTING SERVICES AGREEMENT
BCB, LLC *BELIEVE CREATE BUILD***

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 June 29, 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 15-211 (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 add additional compliance and special project services according to 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 1 of the Underlying Agreement is hereby amended to include the additional services described in Exhibit A of this Amendment #1, which Exhibit A is attached hereto and incorporated herein by this reference ("Additional Services"). The balance of Section 1 remains unchanged.
2. Section 4 of the Underlying Agreement is hereby amended to include additional compensation in the amount of \$44,450.00 for the Additional Services as described in attached Exhibit A. The balance of Section 4 of the Underlying Agreement remains unchanged.
3. Section 10 of the Underlying Agreement is hereby amended to include the following:

" In addition, Contractor agrees that it has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318."

The balance of Section 10 remains unchanged.

4. 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: 3-1-16

SS# /Tax ID#: 47-3016661

APPROVED AS TO FORM:

By: 
CHRISTIAN BOENISCH, County Counsel

YAMHILL COUNTY, OREGON


MARY STARRETT, Chair
Board of Commissioners
Date: 3-31-16


LAURA TSCHABOLD, County Administrator
Date: 3/31/16

Accepted by Yamhill County
Board of Commissioners on
3-31-16 by Board Order
16-115

**EXHIBIT A
TO AMENDMENT NO. 1
ADDITIONAL SERVICES
(see attached)**

BCB LLC Tasks Outside Scope of Work- Contract Amendment - ODOT Compliance

Table 2: PHASE II			
Tasks	Estimate	Hours	Notes
		Outside Current Scope	Estimated Delivery Date
Title VI	\$5250	35	March 31, 2016 Draft-April 8, 2016
LEP Plan/Outreach	\$3750	25	Plan adopted April 8, 2016- Outreach will take place as part of TDP
ADA Plan Customer Information Compliance (Website, Schedules, phone, etc.)	\$2250	15	June and December 2016
Fleet Maintenance Plan	\$3000	20	September 2016
Procurement	\$6000	40	June, 2016 (initial draft)
DBE	\$900	6	Complete
Total Phase II	\$21,150	141	

SPECIAL PROJECTS-GRANTS
Outside Standard BCB Scope of Work for
Transit Management Services

Tasks	Estimate	Hours	Estimated Delivery Date	Notes
BETC- Energy Incentive Program	\$1350	9	March 29, 2016	Prepare Final Certification package and submit to ODOE by March 29, 2016. This does not include securing a partner. BCB has identified two brokers who may be able to assist in finding a pass through partner. If partners secured will result in <i>\$1,176,662 additional revenue for YCTA.</i>
STIP Enhance Non-Highway Grant	\$4050	27	November 20, 2016	Meetings with County and ODOT staff, research, preparation, grant writing and grant package submittal. <i>\$1,440,166 grant funds for bus replacement.</i>
STF Discretionary Grants	\$4200	28	March 11, 2016	Assembled pricing information from vendors, meetings with First Transit staff and communication with ODOT staff, and STFAC, Initial draft of two grant summaries 1.) Integrated Technology Solutions (ITS) and 2.) Customer Information Improvement Project (CIIP). STFAC recommended combining into one application and then asking for bus match grant. STF Discretionary Grant Applications prepared and submitted to ODOT for 1.) YCTA-Advanced Communication System <i>\$299,000</i> and 2.) YCTA Bus Match <i>\$ 157,131</i>
5339 Bus Grant	\$3000	20	March 31, 2016	Assemble pricing information from vendors, grant writing, prepare grant application and submit package by March 31, 2016 for <i>\$480,000</i> in grant funds to purchase new buses.
YCCO Grant	\$1800	12	December 2016	Conduct bid process for consultant and serve as project manager for a grant from the Yamhill County Care Organization to identify and better plan for and coordinate YCCO and YCTA transportation services. To avoid duplication and ideally to enhance options for customers of both organizations. This project goes deeper than the Coordinated plan is able to with its limited budget from the State. <i>\$40,000 grant</i>

Advisory Committees	\$1700	*20	Ongoing	Re-establishing the YCTA Advisory Committee, communication with 11 YCTA and 8 STFAC committee members, securing appointments. Additional meetings of both YCTA and STFAC due to the Transit Development Plan and the Coordinated Plan. Once these are complete the 10 hours included in the standard scope of work should be sufficient. * 85/hour
Transit Development Plan	\$6000	40	December 2016	YCTA is responsible for numerous tasks identified in the draft TGM Grant scope of work. The initial budget from the TGM grant consultant is significantly over the grant amount so additional tasks will fall to YCTA even after scope modification. <i>(TGM_TDP Grant \$165,000)</i>
Human Services and Transportation Coordinated Plan	\$1200	8	July 2016	YCTA is responsible for survey distribution, phone interviews, calls to social service agencies, meeting coordination, facilitation. <i>(\$25,000 ODOT funded)</i>
TOTAL	\$23,300	164		