

**FIRST AMENDMENT TO  
AGREEMENT  
Busy Bee Cleaning, Inc.**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment #1") is made effective April 1, 2016 by and between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners and its Health and Human Services Department, Behavioral Health Programs ("County") and Busy Bee Cleaning, Inc., PO Box 103, Dayton, OR 97114, ("Contractor").

**RECITALS:**

- A. The County and Contractor are parties to that certain agreement dated as of December 18, 2012 (the "Underlying Agreement"), pursuant to which Contractor provides certain ongoing cleaning services at the Bridges Apartments, located at 107 NE Irving Street McMinnville, OR 97128.
- B. County and Contractor now desire to further amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.
- C. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, County and Contractor, intending legally to be bound, hereby agree as follows:

- 1. Section 1 of the Underlying Agreement is hereby amended to include additional services at the Bridges Apartments as detailed in Contractor's proposal attached as Exhibit A, which is hereby incorporated herein by this reference and further to include services at 420 NE 7<sup>th</sup> Street, McMinnville, OR 97128 as detailed in Contractor's proposal attached as Exhibit B, which is hereby incorporated herein by this reference. For the sake of clarity, basic cleaning will occur on all Bridges Apartment units unless otherwise specified; infectious disease exposure cleaning is upon request only.
- 2. The balance of Section 1 of the Underlying Agreement remains unchanged.
- 3. Section 5 of the Underlying Agreement is hereby amended to increase the maximum not-to-exceed amount payable under this Agreement to \$10,000 per year.
- 4. The balance of Section 5 of the Underlying Agreement remains unchanged.
- 5. 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, as further amended hereby, constitute valid and binding obligations of Contractor enforceable according to the terms thereof.

6. 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.

7. 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.

8. 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.

9. 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 hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Amendment #1 in duplicate, each of which shall be deemed an original on the date executed by all parties.

DONE the last date set forth adjacent to the signatures of the parties below.

**BUSY BEE, INC.**

Cindy Foster  
(signature)

Cindy Foster  
(printed name)

President  
(title)  
Date: 4/21/16

**YAMHILL COUNTY, OREGON**

Mary Starrett  
MARY STARRETT, Chair  
Board of Commissioners  
Date: 4/28/16

Silas Halloran-Steiner  
SILAS HALLORAN-STEINER, Director  
Department of Health & Human Services  
Date: 4/26/16

APPROVED AS TO FORM

By: Christian Boenisch  
CHRISTIAN BOENISCH  
County Counsel

Accepted by Yamhill County  
Board of Commissioners on  
4-28-16 by Board Order  
# 116-150

Exhibit A

**Busy Bee Cleaning, Inc.**  
**PO Box 103**  
**Dayton, Or. 97114**  
**503-560-5548**

**Estimate**

Date: 4/13/16 - **Revised**

Customer Name: Health & Human Services  
Address: Bridges, 107 NE Irvine Street, McMinnville

TASK: Clean & disinfect as if an infectious disease had been present at every cleaning. **UPON STAFF REQUEST**

\*maximum 2 hours, does not include oven cleaning or additional cleaning. See attached work order

Price per visit\*-----\$65.00

This price includes the trip charge

**TASK:** Standard cleaning \* maximum 2 hours, does not include oven cleaning (done on request) or additional cleaning beyond 2 hours

Price per visit\*-----\$45.00

TASK: Additional cleaning as needed

Price per hour-----\$25.00

Trip charge per visit-----\$5.00

TASK: Once a week cleaning of the supply room, bathroom & laundry room

Price per month-----\$135.00

Thank you,  
Cindy Foster  
President

Exhibit B

**Busy Bee Cleaning, Inc.**  
**PO Box 103**  
**Dayton, Or. 97114**  
**503-560-5548**

**Estimate**

Date: 3/11/16

Customer Name: Yamhill County Health & Human Services  
Address: 420 NE 7<sup>th</sup> Street, McMinnville

TASK: Basic Cleaning upon move out including the stairs, common hall & laundry room

- Remove cobwebs as needed
- Make beds if necessary, linens will already be washed
- Dust all horizontal surfaces & damp wipe all open area's as needed
- Clean & sanitize the bathroom
- Wash dishes & put them away as needed
- Wipe down kitchen counters & clean microwave
- Check cupboards & clean as needed
- Clean refrigerator \* throw away perishable items
- Check oven & clean as needed
- Remove all trash as needed \*liners will be provided by the county
- Sweep all floors
- Mop all floors
- Vacuum carpet

Price per service-----\$85.00

\*This price does include any excessive mess left and will be an additional charge if exceeding 4 hours.

Thank you,  
Cindy Foster  
President

B.O. 16-150