

**AMENDMENT No. 3 TO AGREEMENT FOR
PROFESSIONAL TRANSIT MANAGEMENT CONSULTING SERVICES AGREEMENT
BCB, LLC**

THIS AMENDMENT NO. 3 (Amendment #3) is made the last date set forth adjacent to the signature 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 an Oregon limited liability company, located at 14138 S. Caufield Road, Oregon City, Oregon 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 a detailed in the Agreement. The Agreement memorialized in County records as Board Order 15-211 (the "Underlying Agreement"). The Underlying Agreement was first amended on March 31, 2016, as memorialized in County records as Board Order 16-115. The Underlying Agreement was amended again on June 29, 2018, as memorialized in County records as Board Order 18-197.
- B. County and Contractor desire to further modify and extend the underlying Agreement and to provide for certain additional transit 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 4 of the Underlying Agreement is hereby amended to read as follows.

"Contractor will continue to provide the Services for a flat fee of \$8,873.00 per month, beginning July 1, 2020 and continuing through the end of June 2021. Contractor shall be compensated in the total amount of \$106,476.00 for Services rendered under this Agreement for the term beginning July 1, 2020 through June 30, 2021. An additional \$10,000 option is available for specific additional transit services as may be agreed upon in advance between the County and Contractor. Any such additional transit services shall require prior written approval and authorization by the County Administrator or designee.

The above rates are inclusive of any per diem rates described on Exhibit A of the Underlying Agreement. Any expenses incurred by Contractor in the performance of the Services under the terms and conditions of this Agreement not specifically provided for herein shall be the sole and separate responsibility of Contractor, unless preapproved in writing by County. The only compensation due Contractor is specifically stated in this Agreement. Upon request of County, Contractor will provide written documentation of completed and ongoing tasks, hours, and deliverables. Contractor shall submit monthly invoices by 25th of the month and, following receipt, review and approval of such invoices (in its sole discretion), County will issue bi-monthly checks for \$4436.50 on approximately the 1st and 15th of each month or on the dates that best coincide with the County's standard billing cycle. Beginning July 1, 2021 and unless otherwise terminated in accordance with Section 8, Contractor's fee shall increase by 5% effective July 1 of each year this Agreement remains in effect."

B.O. 20-219

2. **Subsection 1 of Section 8 of the Underlying Agreement is hereby amended to read as follows.**

“1. **Term** Unless terminated in accordance with subsection (2) the term of this Agreement is from July 1, 2020 through June 30, 2021 and supersedes any prior agreement between the parties. Thereafter this Agreement may be renewed for up to two additional one-year terms by written notice of renewal provided by County and received by Contractor not less than 60 days prior to the date of expiration of the then current term.”

The balance of Section 8 remains unchanged.

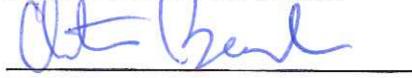
3. **Ratification.** Except as expressly modified by the terms of this Amendment #3, the Underlying Agreement is unchanged and continues in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are confirmed and ratified and remain in full force and effect and constitute valid and binding obligations of the County and Contractor enforceable according to the terms thereof.
4. **Authority.** County and Contractor and each of the persons executing this Amendment #3 on behalf of the County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #3 and has taken all action required to authorize such party (and each person executing this Amendment #3 on behalf of such party) to enter into this Amendment #3, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.
5. **Binding Effect.** All the covenants contained in this Amendment #3 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted assigns.
6. **Counterparts.** This Amendment #3 may be executed in multiple counterparts, each of which shall be an original, but all of which constitute one and the same Amendment #3.
7. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #3 on the dates set forth adjacent to their signatures below.

IN WITNESS WHEREOF, the parties have executed this Amendment #3 on the dates set forth adjacent to their signatures below.

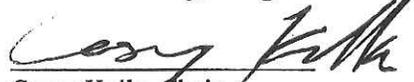
BCB LLC


Cynthia Thompson
Title: owner/proprietor
Date: 7-1-20
SS#/Tax ID # 47-3016661

APPROVED AS TO FORM:


Christian Boenisch, County Counsel

Yamhill County, Oregon


Casey Kulla, Chair
County Commissioner
Date: 7/2/2020


Ken Huffer, County Administrator
Date: 7/6/2020

Accepted by Yamhill County
Board of Commissioners on
7/2/2020 by Board Order
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