

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

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment #2") is made effective August 1, 2018 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. The Underlying Agreement is memorialized in Yamhill County records as Board Order 12-700. The Underlying Agreement was first amended on April 28, 2016, memorialized as Board Order 16-150 (Amendment #1).
- 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 deleted in its entirety and replaced with the revised rates and statement of work for services at the Bridges Apartments as detailed in Exhibit A, which is hereby incorporated herein by this reference and the statement of work for services at 420 NE 7th Street, McMinnville, OR 97128 as detailed Exhibit B, which is hereby incorporated herein by this reference.
2. The balance of the Underlying Agreement as amended by Amendment #1 remains unchanged.
3. Ratification. Except as otherwise expressly modified by the terms of this Amendment #2, 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.
4. Authority. County and Contractor and each of the persons executing this Amendment #2 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #2 and has taken all action required to authorize such party (and each person executing this Amendment #2 on behalf of such party) to enter into

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this Amendment #2, 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 #2 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 #2 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #2.

7. Recitals. The foregoing recitals are intended to be a material part of this Amendment #2 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment #2 on the date indicated by their duly authorized officials,

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

BUSY BEE, INC

Ciril Jost

(signature)

Cindy Foster

(printed name)

President

(title)

Date: 6-28-18

YAMHILL COUNTY, OREGON

Mary Starrett

MARY STARRETT, Chair
Board of Commissioners

Date: 8/2/18

Silas Halloran-Steiner

SILAS HALLORAN-STEINER, Director
Department of Health & Human Services

Date: 7/24/18

APPROVED AS TO FORM

By: Christian Boenisch

CHRISTIAN BOENISCH
County Counsel

Accepted by Yamhill County
Board of Commissioners on
8/2/18 by Board Order
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Exhibit A

Bridges Apartments Statement of Work

Standard Cleaning* to include the following:

- Wash & dry towels & bed linens
- Make bed & hang towels
- Remove trash
- Clean sills & blinds as needed
- Clean bathroom top to bottom
- Clean kitchen as needed, check appliances
- Check all cupboards & drawers
- Disinfect walls, doors, switches etc. as needed
- Sweep, mop & vacuum

*Maximum 2 hours, if additional time is needed, Busy Bee must obtain pre-authorization from County HHS. Invoice for additional hours must include hours worked and notation of additional work.

Standard Cleaning rate is \$59.00; \$27.00 per hour plus \$5.00 trip charge.
Additional hours will be charged at hourly rate of \$27.00 when pre-authorized.

Cancellation charge: \$45.00. No cancellation charge if cancelled at least 24 hours prior to scheduled service.

Additional once a week cleaning of the supply room, bathroom and laundry room
– price per month \$135.00.

Exhibit B

420 NE 7th Street Statement of Work

Move-out Cleaning* to include the following:

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

*Maximum 3 hours, if additional time is needed, Busy Bee must obtain pre-authorization from County HHS. Invoice for additional hours must include hours worked and notation of additional work.

Move-out Cleaning rate is \$96.00; \$27.00/hour plus \$15.00 trip charge. Additional hours will be charged at hourly rate of \$27.00 when pre-authorized.

Cancellation charge: \$45.00. No cancellation charge if cancelled at least 24 hours prior to scheduled service.