

**AMENDMENT NO. 1 TO AGREEMENT FOR
POST-CLOSURE MAINTENANCE COST ANALYSIS &
FINANCIAL ASSURANCE REPORTING
FOR WHITESON AND NEWBERG LANDFILLS
(Yamhill County and Parametrix, Inc.)**

THIS AMENDMENT NO. 1 (“Amendment #1”) shall be made effective as of 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 (“County”) and **Parametrix, Inc.**, an Washington corporation, located locally at 700 NE Multnomah, Suite 1000, Portland, OR 97232 (“Contractor”).

RECITALS

A. County and Contractor are parties to that certain contract dated January 11, 2018 (the “Underlying Agreement”), pursuant to which Contractor provides post closure maintenance cost analysis and financial assurance reporting for the Whiteson and Newberg landfills. The Underlying Agreement is memorialized in Yamhill County records as Board Order 18-10.

B. County and Contractor now desires to modify the Underlying Agreement 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 1 of the Underlying Agreement is hereby amended to extend the term of the Underlying Agreement through June 30, 2018.

2. 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.

PARAMETRIX, INC.

By: [Signature]
(signature)

Date: 3/22/18

Richard Roche
Printed Name
Title: Operations Manager

Fed Tax I.D. No: 91-0914810

Contractor Registration No.: _____

APPROVED AS TO FORM:

By: [Signature]
CHRISTIAN BOENISCH, County Counsel

YAMHILL COUNTY, OREGON

[Signature]

MARY STARRETT, Chair
Board of Commissioners

Date: 3-29-18

[Signature]

KIMBERY ALDRICH
Yamhill County Solid Waste
Date: 4/2/18