

**SECOND AMENDMENT TO AGREEMENT
FOR POST-CLOSURE MONITORING, REPORTING AND PERMIT COMPLIANCE
TECHNICAL ASSISTANCE FOR WHITESON LANDFILL
(Yamhill County and Parametrix, Inc.)**

THIS SECOND AMENDMENT TO AGREEMENT (“Amendment #2”) is made effective December 31, 2020 between **Yamhill County**, a political subdivision of the State of Oregon acting by and through its Planning Department and Board of Commissioners (“County”) and **Parametrix, Inc.**, a Washington corporation located locally at 700 NE Multnomah, Suite 1000, Portland, OR 97232 (Consultant) for Post-Closure Monitoring, Reporting and Permit Compliance Technical Assistance for the Whiteson Landfill, Whiteson, Oregon (“Project”).

RECITALS:

A. County and Consultant are parties to that certain agreement dated April 26, 2018 (the “Underlying Agreement”), memorialized in Yamhill County records as Board Order 18-123, and as first amendment on August 13, 2020, memorialized as Board Order 20-272, pursuant to which Consultant provides post closure monitoring, reporting and compliance services on the Project to County.

B. County and Consultant 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 Consultant, intending legally to be bound, hereby agree as follows:

1. Section 1 of the Underlying Agreement is hereby amended to (i) incorporate a revised Scope of Work and Proposed Project Budget, 2021-2023, which is attached here to as Exhibit A and incorporated herein by this reference (the “2021-2023 Proposal”), and (ii) extend the Underlying Agreement through December 31, 2023. The 2021-2023 Proposal outlines the proposed work and services to be performed for the closed Whiteson Landfill in accordance with applicable local, state and federal regulations.

2. The balance of Section 1 of the Underlying Agreement remains unchanged.

3. Section 2 of the Underlying Agreement is hereby amended to increase the compensation to be paid to Consultant by an additional \$76,700, to a total estimated cost of \$131,576, over the three year extended contract period.

4. The balance of Section 2 of the Underlying Agreement remains unchanged.

5. 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 Consultant enforceable according to the terms thereof.

6. Authority. County and Consultant and each of the persons executing this Amendment #2 on behalf of County and Consultant 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 this Amendment #2, 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 #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.

8. 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.

9. 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 on the date indicated by their duly authorized officials, this Amendment #2 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.

PARAMETRIX, INC.

By: _____

(signature)

Date: 2/1/21

Richard Roché

(printed name)

Operations Manager

(title)

Tax ID No.: 91-0914810

YAMHILL COUNTY, OREGON

MARY STARRETT, Chair
Board of Commissioners

Date: 2/11/21

ASHLEY WATKINS,
Yamhill County Solid Waste Management Analyst

Date: 2/3/21

FORM APPROVED BY:

CHRISTIAN BOENISCH
County Counsel

Date: 2/11/21

Whiteson Landfill Post-Closure Monitoring
Proposed Project Budget 2021-2023

2021 Monitoring	Proposed Budget	Assumptions
01: Groundwater Monitoring Event	Labor 2,900 Expense 2,950 Total 5,850	Collect groundwater samples from 7 monitoring wells plus a field dup analyzed for parameters listed on 2019 AEMR Table 1. Sample event completed during period of June 21, 2021-Sept 21, 2021 as listed on 2013 EMP Table 2.
02: Seep Sampling Event	Labor 1,700 Expense 1,500 Total 3,200	During 1 sampling event collect up to 3 seep samples analyzed for parameter listed on 2019 AEMR Table 1. Sample event completed during period of Feb 1, 2021-March 15, 2021.
03: Riverbank Seepage Sampling Event	Labor 2,700 Expense 1,500 Total 4,200	During 1 sampling event collect up to 3 seep samples analyzed for parameter listed on 2019 AEMR Table 1. Sample event completed during period of Aug 1, 2021-Oct 15, 2021.
04: 2021 AEMR	Labor 8,000 Expense 0 Total 8,000	Completion of 2021 Annual Environmental Monitoring Report using 2020 reporting template. Permit submittal date of report is prior to Sept 1, 2022.
05: Project Management	Labor 3,000 Expense 0 Total 3,000	Provide County with current and information regarding work progress, schedule and budget. Communicate project progress and issues. Submit monthly invoices with brief work completed and anticipated upcoming project activities.
Proposed 2021 Budget Totals	Labor 18,300 Expense 5,950 Total 24,250	

2022 Monitoring	Proposed Budget	Assumptions
01: Groundwater Monitoring Event	Labor 2,950 Expense 3,000 Total 5,950	Collect groundwater samples from 7 monitoring wells plus a field dup sample analyzed for parameters listed on 2019 AEMR Table 1. Sample event completed during period of Sept 22, 2022-Dec 20, 2022 as listed on 2013 EMP Table 2.
02: Seep Sampling Event	Labor 1,700 Expense 1,600 Total 3,300	During 1 sampling event collect up to 3 seep samples analyzed for parameter listed on 2019 AEMR Table 1. Sample event completed during period of Feb 1, 2022-March 15, 2022.
03: Riverbank Seepage Sampling Event	Labor 2,750 Expense 1,550 Total 4,300	During 1 sampling event collect up to 3 seep samples analyzed for parameter listed on 2019 AEMR Table 1. Sample event completed during period of Aug 1, 2022-Oct 15, 2022.
04: 2019 AEMR	Labor 9,000 Expense 0 Total 9,000	Completion of 2022 Annual Environmental Monitoring Report using 2021 reporting template. Permit submittal date of report is prior to Sept 1, 2023.
05: Project Management	Labor 3,000 Expense 0 Total 3,000	Provide County with current and information regarding work progress, schedule and budget. Communicate project progress and issues. Submit monthly invoices with brief work completed and anticipated upcoming project activities.
Proposed 2022 Budget Totals	Labor 19,400 Expense 6,150 Total 25,550	

2023 Monitoring	Proposed Budget	Assumptions
01: Groundwater Monitoring Event	Labor 3,000 Expense 3,000 Total 6,000	Collect groundwater samples from 7 monitoring wells plus a field dup sample analyzed for parameters listed on 2019 AEMR Table 1. Sample event completed during period of Dec 21, 2022-March 19, 2023 as listed on 2013 EMP Table 2.
02: Seep Sampling Event	Labor 1,700 Expense 1,600 Total 3,300	During 1 sampling event collect up to 3 seep samples analyzed for parameter listed on 2019 AEMR Table 1. Sample event completed during period of Feb 1, 2023-March 15, 2023.
03: Riverbank Seepage Sampling Event	Labor 3,000 Expense 1,600 Total 4,600	During 1 sampling event collect up to 3 seep samples analyzed for parameter listed on 2019 AEMR Table 1. Sample event completed during period of Aug 1, 2023-Oct 15, 2023.
04: 2023 AEMR	Labor 10,000 Expense 0 Total 10,000	Completion of 2023 Annual Environmental Monitoring Report using 2022 reporting template. Permit submittal date of report is prior to Sept 1, 2024.
05: Project Management	Labor 3,000 Expense 0 Total 3,000	Provide County with current and information regarding work progress, schedule and budget. Communicate project progress and issues. Submit monthly invoices with brief work completed and anticipated upcoming project activities.
Phase 3 Totals	Labor 20,700 Expense 6,200 Total 26,900	

Proposed Budget Total for Years 2021 thru 2023	Labor 58,400 Expense 18,300 Total 76,700
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B.O. 21-58
Exhibit "A"