

**FIRST AMENDMENT TO AGREEMENT
FOR GROUNDWATER MONITORING AND REPORTING ACTIVITIES
Hahn and Associates Inc.**

THIS FIRST AMENDMENT TO AGREEMENT (“**Amendment**”), effective the last date set forth adjacent to the signatures of the parties below, is between **Yamhill County**, a political subdivision of the State of Oregon, acting through its Planning Department and Board of Commissioners (“**County**”) and **Hahn and Associates Inc.**, 434 NW 6th Ave. Suite 203, Portland, OR 97209, doing business as a corporation (“**Consultant**”) for Groundwater Monitoring and Reporting Activities for Newberg Landfill, Newberg, Oregon (the “**Project**”).

RECITALS:

A. County and Consultant are parties to an agreement dated August 6, 2015 (the “**Underlying Agreement**”), pursuant to which Consultant provides groundwater monitoring and reporting for the county’s Newberg Landfill.

B. County and Consultant now desire to amend the Underlying Agreement upon the terms and conditions as more particularly set forth 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, County and Consultant hereby agree as follows:

1. Section 1. of the Underlying Agreement establishes the expiration date of the Agreement as “the close of county business on December 31, 2017.” Under this Amendment, the expiration date of the Agreement is extended for six months, to the close of county business on June 30, 2018.

2. Section 2. of the Underlying Agreement establishes that the “total estimated contract cost of environmental monitoring for the three-year period of this agreement is \$22,000, and the total estimated cost for the focused site investigation and risk assessment is \$71,900.” This Amendment increases the total estimated contract cost by \$41,850, to cover the cost of additional risk assessment and testing already conducted, and the potential cost of additional testing that may be required by the State of Oregon, Department of Environmental Quality. As amended, the total contract cost is not to exceed \$135,750.

3. Except as otherwise expressly modified by the terms of this Amendment, the Underlying Agreement shall remain unchanged.

4. Authority. County and Consultant and each of the persons executing this Amendment on behalf of County and Consultant hereby covenant and warrant that: (i) such party has full right and authority to enter into this Amendment and has taken all action required

Amendment #1

Yamhill County and Hahn and Associates Inc. (Newberg Landfill)

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to authorize such party (and each person executing this Amendment on behalf of such party) to enter into this Amendment, 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 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 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment.

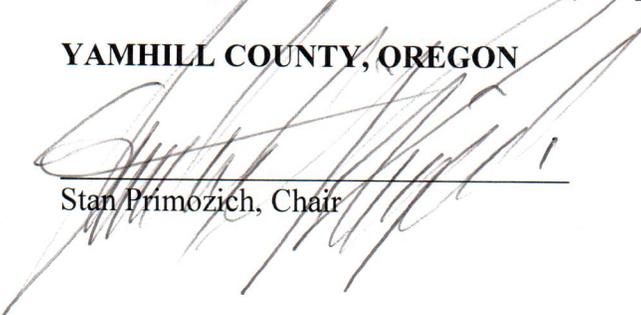
7. Recitals. The foregoing recitals are intended to be a material part of this Amendment and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, on the date indicated by their duly authorized officials, this Agreement singularly or in duplicate, and if in duplicate, each of which shall be deemed an original, on the date executed by all parties.

HAHN AND ASSOCIATES INC.

YAMHILL COUNTY, OREGON

(signature)



Stan Primozych, Chair

Date: _____

Date: 7-27-17

(printed name)



Ken Friday

Title: _____

Yamhill County Planning Director

FORM APPROVED BY:



Timothy S. Sadlo
Office of County Counsel

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HAHN AND ASSOCIATES INC.

YAMHILL COUNTY, OREGON

Robert B. Ede
(signature)

Stan Primozych
Stan Primozych, Chair

Date: 7-27-17

Date: 7-27-17

Robert B. Ede
(printed name)

Ken Friday
Ken Friday
Yamhill County Planning Director

Title: Vice President

FORM APPROVED BY:

Timothy S. Sadlo
Timothy S. Sadlo
Office of County Counsel