

**AMENDMENT NO. 1 TO  
CONTRACT EMPLOYEE AGREEMENT FOR  
COSSD MAINTENANCE AND OPERATIONS  
(Yamhill County and Bryan W. Burnham)**

THIS AMENDMENT NO. 1 ("Amendment #1") is made 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 ("Owner") and **Bryan W. Burnham**, PO Box 153, Carlton, Oregon 97111 ("Contractor").

**RECITALS**

A. Owner and Contractor are parties to that certain agreement dated June 9, 2010 (the "Underlying Agreement"), pursuant to which Contractor provides Owner with maintenance and operations services for the Cove Orchard Sewer Service District, as further described in the Underlying Agreement. The Underlying Agreement is memorialized in Yamhill County records as Board Order 10-308.

B. Owner 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 B.1. of the Underlying Agreement is hereby amended to delete the fourth sentence of Section B.1. in its entirety and replace it with the following language:

"In addition to the hourly rate, County will pay Contractor \$125.00 per week to carry a pager furnished by the County."

The balance of Section B.1. is unchanged.

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 Owner and Contractor enforceable according to the terms thereof.

3. Authority. Owner and Contractor and each of the persons executing this Amendment #1 on behalf of Owner 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

**AMENDMENT NO. 1 – Bryan W. Burnham**

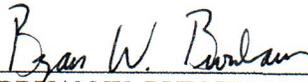
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incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 on the dates set forth adjacent to their signatures below.

**CONTRACTOR**

  
\_\_\_\_\_  
BRYAN W. BURNHAM  
Date: 9-10-16

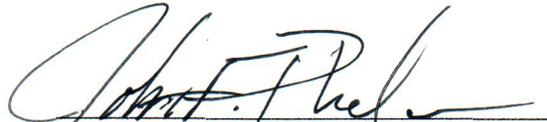
**YAMHILL COUNTY, OREGON**

  
\_\_\_\_\_  
MARY STARRETT, Chair  
Board of Commissioners  
Date: 9/15/16

SS#: On file

**APPROVED AS TO FORM:**

By:   
\_\_\_\_\_  
CHRISTIAN BOENISCH, County Counsel

  
\_\_\_\_\_  
JOHN F. PHELAN, Director  
Department of Public Works  
Date: 9-12-16

Accepted by Yamhill County  
Board of Commissioners on  
9.15.16 by Board Order  
# 16-382