

**AMENDMENT NO. 3
AGREEMENT FOR SERVICES BETWEEN
YAMHILL COUNTY AND SIEMENS INDUSTRY, INC.**

THIS AMENDMENT NO. 3 ("Amendment #3") shall be made effective as of the last date set forth adjacent to the signatures of the parties below, between **YAMHILL COUNTY**, Oregon, a political subdivision of the State of Oregon ("COUNTY"), acting by and through its Yamhill County Sheriff's Office ("YCSO") and **SIEMENS INDUSTRY, INC.**, a Delaware corporation operating locally at 15201 NW Greenbrier Parkway, Suite A-4, Beaverton, OR 97006, ("CONTRACTOR"), whose Federal Employer Identification No. is #J32762488.

RECITALS

1. COUNTY and CONTRACTOR are parties to that certain agreement dated December 19, 2019 (the "Underlying Agreement"), pursuant to which CONTRACTOR is performing a PLC/VMS system upgrade and installation as further described in the Underlying Agreement. The Underlying Agreement is memorialized in Yamhill County records as Board Order 19-504.
2. COUNTY and CONTRACTOR are parties to an Amendment ("Amendment #1") to the Underlying Agreement, memorialized in Yamhill County records as Board Order 20-162.
3. COUNTY and CONTRACTOR are parties to an Amendment ("Amendment #2") to the Underlying Agreement, memorialized in Yamhill County records as Board Order 20-268.
4. COUNTY and CONTRACTOR now desires to further 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 3 of the Underlying Agreement is hereby amended to increase the total not to exceed amount by \$64,272.00, to cover the Additional Work (as defined below). Except as amended herein the balance of Section 2 remains unchanged.
2. Section 3 of the Underlying Agreement is hereby amended to include the following new subsection "e.", which reads as follows:
 - "e. **Additional Work.** The CONTRACTOR agrees to perform, to the satisfaction of COUNTY and YCSO, and subject to the obligations and warranty provisions of the Underlying Agreement, the additional work described in the Attached Proposal, dated August 28, 2020 (referred to herein as the "Additional Work"), which is attached to this Amendment #3 as Exhibit A, which is incorporated herein by this reference. All Additional Work is considered part of the Work as defined and described in the Underlying Agreement."

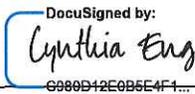
Except as amended herein the balance of Section 3 remains unchanged.

3. **Ratification.** Except as otherwise expressly modified by the terms of this Amendment #3, 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 #3 on behalf of COUNTY and CONTRACTOR hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #3 and has taken all action required to authorize such party (and each person executing this Amendment #3 on behalf of such party) to enter into this Amendment #3, 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 #3 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 #3 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #3.
7. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #3 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment #3 on the dates set forth adjacent to their signatures below.

SIEMENS INDUSTRY, INC.

YAMHILL COUNTY, OREGON

By: 
6980D42E0B5E4F1...
 (signature)
 Date: 10/8/2020


 CASEY KULLA, Chair
 Board of Commissioners Date: 10/15/2020

Cynthia Eng

 (printed name)


 TIM SVENSON, Yamhill County Sheriff
 Date: 10/08/2020

Branch General Manager

 (title)

FORM APPROVED BY:

 CHRISTIAN BOENISH
 County Counsel
 Date: 10/22/20

Tax ID No: 13-2762488

Exhibit A

(see attached)

B.O. 20-365
Exhibit "A"

August 28, 2020

Emily Williams
Executive Assistant to Sheriff Svenson
Yamhill County
535 NE 5th St.
McMinnville, OR 97128

Re: FLIR External Skin Temperature (EST) Screening

Dear Emily:

Thank you for the opportunity to assist Yamhill County to create additional safety and screening at the facility. This proposed solution is based upon the email narrative received by Siemens, from the County on Monday, August 17th. The proposed solution is intended to be funded with the Oregon Criminal Justice Committee using the Coronavirus Emergency Supplemental Funding (CESF) grant program.

- Option #1
 - FLIR A700 installed at following locations:
 - One (1) FLIR A700 at the corner of the ramp, coming up from the sallyport into the Intake area, to capture the new custodies coming in
 - i One (1) FLIR A700 in the lobby of the YCCF, to capture the visitors
 - One (1) FLIR A700 in the area of SO1, coming from the Lower SO (old jail) into the secure area of the facility, to capture employees as they report in, as well as other SO staff that may enter the facility through that location (e.g., detectives, deputies doing follow-up, civil deputies, etc.)
 - One (1) handheld E54 for use by staff to conduct spot checks in the housing areas of the facility

Total:

\$64,272

Proposal Clarifications:

- All, cabling, field installation of cameras, and testing/commissioning of cameras are the responsibility of Siemens
- Siemens to furnish and install FLIR Screen Video-EST base license, and all camera connection licenses
- Yamhill County to provide static IP addresses for cameras, POE switches, and all network connection and connectivity
- Siemens to provide Yamhill County training on new EST system and software
- Yamhill County to provide monitors and workstations

Proposal accepted by:

Proposal submitted by:

Name: _____

Bud Ferrigno

Company: _____

Sr. Account Manager

Title: _____

Siemens Industry, Inc.

Signature

Bud Ferrigno

08/28/2020

Date

B.O. 20-365
Exhibit "A"