

SIEMENS
Industry Inc.

December 7, 2022

Emily Williams
Yamhill County Sheriff's Office
535 5th St.
McMinnville, OR 97128

Re: Yamhill County Sheriff's Camera Addition

Thank you again for the opportunity to assist Yamhill County with their surveillance needs.

Based upon the drawings received, site visit, and a review of the working conditions, we have put together the following not to exceed proposal to install the additional Axis cameras and Ocularis software licenses.

Siemens Scope of Work:

- Siemens to furnish and install ten (10) ONSSI OC-ENT VMS licenses
- Siemens to furnish and install two (2) **new** Axis M3206-LVE in Evidence Room/Armory Area
- Siemens to furnish and install two (2) **new** Axis P3247-LVE at exterior of YCCF on SW and SE corners of the building
- Siemens to furnish and install one (1) **new** Axis M3206-LVE in Kitchen Area (will cover the breakroom and stairwell inside exterior door)
- Siemens to furnish and install one (1) **new** Axis M3057-PLVE 360 degree camera in Kitchen Area (located in hallway between break and kitchen area)
- Siemens to furnish and install one (1) **new** Axis P3247-LVE in the Rec Yard looking at vestibule and mechanical closet
- Siemens to furnish and install one (1) **new** Axis P3247-LVE in the Sallyport located outside Intake 2
- Siemens to furnish and install one (1) **new** Axis P3247-LVE looking east side of Sallyport rollup door
- Siemens to furnish and install one (1) **new** Axis P3247-LVE above the West Entry to the Sheriff's Office Lobby above the NW Conference room
- Siemens to provide all cable, installation, startup, testing, and programming
- Siemens assumes normal business hours for all onsite work (M-F, 7am-4pm)
- Proposal is valid until October 31, 2022 due to material pricing volatility.

Installation Cost:

\$69,191

Exclusions

1. Network connectivity, POE switch, and static IP address at switch location
2. Wall space at switch.
3. Servers, workstations, and Ocularis base license provided by Yamhill County Sheriff's Office.
4. Abatement of any kind, patching, or painting.

B.O. 22-387

**AMENDMENT NO. 4
AGREEMENT FOR SERVICES BETWEEN
YAMHILL COUNTY AND SIEMENS INDUSTRY, INC.**

THIS AMENDMENT NO. 4 ("Amendment #4") 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 9755 SW Barnes Rd, Suite 205, Portland, OR 97225, ("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 are parties to an Amendment ("Amendment #3") to the Underlying Agreement, memorialized in Yamhill County records as Board Order 20-365.
5. 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 \$69,191.00, 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 "f.", which reads as follows:
 - "f. **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 December 7, 2022 (referred to herein as the "Additional Work"), which is attached to this Amendment #4 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 #4, 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 #4 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 #4, 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 #4 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 #4 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #4.
- 7. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #4 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 on the dates set forth adjacent to their signatures below.

SIEMENS INDUSTRY, INC.

YAMHILL COUNTY, OREGON

By: Alex Peran Electronically signed by: Alex Peran
Date: Dec 20, 2022 14:52 PST
 (signature)
 Date: 12/20/2022

Alex Peran
 (printed name)

Branch GM
 (title)

Tax ID No: 13-2762488

Abbas Kazmi Electronically signed by: Abbas Kazmi
Date: Dec 20, 2022 16:05 PST
 Director Finance

Lindsay Berschauer

LINDSAY BERSCHAUER, Chair
 Board of Commissioners Date: 12.22.22

Tim Svenson
 TIM SVENSON, Yamhill County Sheriff
 Date: 12/20/2022

FORM APPROVED BY:
Christian Boenish
 CHRISTIAN BOENISH
 County Counsel
 Date: 1/5/23

Accepted by Yamhill County
 Board of Commissioners on
12.22.22 by Board Order
 # BO. 22-387

Exhibit A

(see attached)

Exhibit A

BO. 22.387

Proposal accepted by:

Name: _____

Company: _____

Title: _____

Signature

Proposal submitted by:

Bud Ferrigno

Sr. Account Manager

Siemens Industry, Inc.

Bud Ferrigno 12/07/2022
Date