

**AMENDMENT NO. 5
AGREEMENT FOR SERVICES BETWEEN
YAMHILL COUNTY AND SIEMENS INDUSTRY, INC.**

THIS AMENDMENT NO. 5 (“Amendment #5”) 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 are parties to an Amendment (“Amendment #4”) to the Underlying Agreement, memorialized in Yamhill County records as Board Order 22-387.
6. 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 \$40,443.00, 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 “g.”, which reads as follows:
 - “g. **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 July 25, 2023 (referred to herein as the “Additional Work”), which is attached to this Amendment #5 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 #5, 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 #5 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 #5, 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 #5 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 #5 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #5.
- 7. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #5 and are incorporated herein by this reference:

IN WITNESS WHEREOF, the parties have executed this Amendment #5 on the dates set forth adjacent to their signatures below.

SIEMENS INDUSTRY, INC.

By: Joshua Kenneth Johnson
Electronically signed by:
 Joshua Kenneth Johnson
 Date: Aug 23, 2023 16:46
 PDT
 (signature)
 Date: 08/23/2023

Joshua Kenneth Johnson
(printed name)

Branch General Manager
(title)

Tax ID No: 13-2762488

Abbas Kazmi
Electronically signed by:
 Abbas Kazmi
 Date: Aug 28, 2023 13:56
 PDT

Director Finance

YAMHILL COUNTY, OREGON

Lindsay Berschauer
 LINDSAY BERSCHAUER, Chair
 Board of Commissioners Date: 8/31/23

Tim Svenson
 TIM SVENSON, Yamhill County Sheriff
 Date: 08/28/2023

FORM APPROVED BY: Jodi Gollehon

Jodi Gollehon
 JODI GOLLEHON
 Assistant County Counsel Date: 8/31/23

Exhibit A

(see attached)

B.D. 23-352
Exhibit A

SIEMENS
Industry Inc.

July 25, 2023

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

**Re: Yamhill County Sheriff Roof, Cooler, and Detective Parking Cameras
Contract Modification**

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

Based upon the drawings received, multiple site visits, 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:

- Roof Camera 1- Install 1 cat6 using existing pathway, install liquid tight and provide pole mount and custom mounting bracket to exterior side of building and camera.
- Roof Camera 2- Install 1 cat6 and pathway to interior side of building to existing conduit, install pole mount and custom mounting bracket to exterior side of building and camera.
- Corner mount Camera 3- Install pathway and 1 cat6 to exterior side of Sallyport, install corner mount and camera.
- Cooler Camera 4- Install 1 cat6 and camera.
- Detective parking lot Camera 5- Install pathway and cat6, install camera with backbox.
- 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 25, 2023 due to material pricing volatility.

Installation Cost:

\$40,443

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.

Proposal accepted by:

Name: Lindsay Berschauer

Company: Yamhill County

Title: Chair, Board of Commissioners

Lindsay Berschauer
Signature

Proposal submitted by:

Bud Ferrigno

Sr. Account Manager

Siemens Industry, Inc.

Bud Ferrigno 07/25/2023
Date

B.O. 23-352
Exhibit A