

**AMENDMENT NO. 1
AGREEMENT FOR SERVICES BETWEEN
RADIO SYSTEM REVIEW SERVICES
(Yamhill County and SAR Enterprises, Inc.)**

THIS AMENDMENT NO. 1 ("Amendment #1") 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 **SAR Enterprises, Inc.**, an Oregon corporation operating under the assumed business name of Communications Northwest, located at 3101 NE Argyle Street, Portland, OR 97211 ("Contractor").

RECITALS

1. COUNTY and CONTRACTOR are parties to that certain agreement dated October 29, 2020 (the "Underlying Agreement"), pursuant to which CONTRACTOR is performing a comprehensive upgrade to existing radio equipment used for communications in the Yamhill County Correctional Facility as further described in the Underlying Agreement. The Underlying Agreement is memorialized in Yamhill County records as Board Order 20-381.
2. 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 1 ("Services of the Contractor" of the Underlying Agreement is hereby amended to include the following new subsection "b.", which reads as follows:

"b. 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 Quote 4256, dated November 16, 2020 (referred to herein as the "Additional Work"), which is attached to this Amendment #1 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 1 remains unchanged.

2. Section 4 ("Compensation; Payment Schedule") of the Underlying Agreement is hereby amended to increase the total not to exceed amount by \$11,547.00, to cover the Additional Work (as defined below). Except as amended herein the balance of Section 4 remains unchanged.
3. COUNTY and CONTRACTOR acknowledge and agree that the "Terms & Conditions", located on page 2 of CONTRACTOR's Quote, are not applicable to the Underlying Agreement or this Amendment #1 and in the event of any disagreement between any language in the Terms and Conditions and the Underlying Agreement or this Amendment #1, the terms and conditions of the Underlying Agreement and this Amendment #1 shall take precedence.

4. **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 COUNTY and CONTRACTOR enforceable according to the terms thereof.
5. **Authority.** COUNTY and CONTRACTOR and each of the persons executing this Amendment #1 on behalf of COUNTY 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.
6. **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.
7. **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.
8. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #1 and are 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.

**SAR ENTERPRISES, INC. dba
COMMUNICATIONS NORTHWEST**


Scott A. Reilly, President

Date: 12/1/2020

SS# /Tax ID#: 37-1870402

APPROVED AS TO FORM

By: 
CHRISTIAN BOENISCH
County Counsel

YAMHILL COUNTY, OREGON


CASEY KULLA, Chair
Board of Commissioners

Date: 12/10/2020


TIM SVENSON, Sheriff
Date: 12/01/2020

Accepted by Yamhill County
Board of Commissioners on
12/10/2020 by Board Order
20-436

Exhibit A
(see attached)

B.O. 20-436
Exhibit "A"



Quote

3101 NE Argyle St.
 Portland, OR, 97211
 503-232-9031

Date	Quote #
Nov-16-2020	4256

Bill To:
Yamhill County Sheriffs Office Sheriff Tim Svenson 535 NE 5th St, Room 143 McMinnville, OR 97128

Ship To:
Yamhill County Sheriffs Office Sheriff Tim Svenson 535 NE 5th St, Room 143 McMinnville, OR 97128

Rep	Terms	PO Number
SR	Net 30	

Item	Description	Qty	Price	Total
TB9415D-050T	TB9400 Dual 50Watts Chassis Assembly	1	\$1,278.00	\$1,278.00 Tax
TBA30A0-0100	PMU, TB9000, AC Aux12	1	\$1,889.00	\$1,889.00 Tax
219-01561-00	Cable, PMU IEC, 6.5ft	1	\$13.00	\$13.00 Tax
T01-01121-LAAA	Linear Pwr Amp, TB9400, 440-480MHz, 50W	2	\$1,427.00	\$2,854.00 Tax
T01-01103-LAAA	TB9400 Reciter, TB9400, 440-480MHz	2	\$2,581.00	\$5,162.00 Tax
Subtotal			\$11,196.00	
Sales Discount	Discount - HGAC	1	(\$25.00)	(\$2,799.00) Tax
Q3220E	406-512 MHz Pass Reject Duplexer	1	\$1,750.00	\$1,750.00 Tax
302 - RF TECH LABOR	RF TECH LABOR	6	\$150.00	\$900.00 Tax
Hardware:MISCPARTS	MISC PARTS	1	\$500.00	\$500.00 Tax
		Sales Tax	0.00%	\$0.00
Total				\$11,547.00

Terms and Conditions

Your purchases from Communications Northwest are made subject to these Terms and Conditions. Please review them carefully before placing your order. Communications Northwest Terms and Conditions are subject to change. By purchasing from Communications Northwest you agree to be bound by the Terms and Conditions in effect at the time you place your order.

1. APPLICABILITY. These Terms and Conditions of Sale ("Terms") apply to the purchase of products and services (collectively the "Products") by SAR ENTERPRISES, INC dba COMMUNICATIONS NORTHWEST ("CNW") and the buyer ("Buyer"), each of which is identified in the accompanying quotation, credit application, proposal, order acknowledgement, or invoice (the "Sales Confirmation"). These Terms and the Sales Confirmation comprise the entire agreement between the parties (collectively, the "Agreement"). Buyer accepts these Terms by signing and returning CNW's quotation, by sending a purchase order in response to the quotation, or by Buyer's instructions to CNW to ship the Product. No terms, conditions or warranties other than those identified in the quotation and no agreement or understanding, oral or written, in any way purporting to modify the terms and conditions whether contained in Buyer's purchase order or shipping release forms, or elsewhere, shall be binding on CNW unless hereafter made in writing and signed by CNW's authorized representative. Buyer is hereby notified of CNW's express rejection of any terms inconsistent with this Agreement or to any other terms proposed by Buyer in accepting CNW's quotation. Neither CNW's subsequent lack of objection to any terms, nor the delivery of the products or services, shall constitute an agreement by CNW to any terms.

2. CANCELLATION. Cancellation or modifications of all or part of any order are subject to CNW's prior written consent in each instance. If cancellation or modification is allowed, Buyer agrees to pay to CNW all expenses incurred and damage sustained by Seller on account of the cancellation or modification, plus a reasonable profit.

3. PRICES. The purchase price of the Products or Services shall be as stated in Communications Northwest's quotation, order acknowledgement, or separate written agreement signed by an authorized representative of Communications Northwest, as applicable. Unless agreed by Communications Northwest in writing, the purchase price does not include shipment costs. If the Products or Service Items are shipped freight prepaid, the charge for freight shall be added to the invoice. Prices are based on and assume Buyer's compliance with all of the terms and conditions of this Agreement, including a promise by Buyer to purchase a particular mix of goods, a certain quantity of goods, or a certain percentage of Buyer's requirements for the goods. Communications Northwest may adjust prices, in its sole discretion, if the circumstances do not coincide with the forgoing assumptions.

4. DELIVERY. We will make every effort to ship in accordance with the delivery option you have selected. Delivery dates may be affected by our late receipt of all information necessary to ship or other causes beyond our reasonable control. In any event, we are not liable to you for any loss of time, material, or production or any other loss resulting from late delivery. (See Limitation of Liability, paragraph 8.)

5. PAYMENT TERMS. If you would like to establish an open account, please contact us at 1-800-283-2666. During the credit application process, business may be done via credit card and EFT. We reserve the right to change terms of sale at any time. All payments must be made in U.S. funds drawn on U.S. banks, company bank account only, unless alternate arrangements have been approved by CNW.

- Net terms require prompt payment by company check by the due date specified on the invoice.
- There will be a \$35.00 charge for returned checks and EFT rejections for any reason.
- Please pay from the invoice provided. Any amount not paid in accordance with specified terms will bear interest at the lesser of twelve percent (12%) per annum, compounded monthly, and the highest rate permitted by applicable law. Our Accounting team is available to help you in all billing matters.
- In the event CNW retains a collection agency or attorney to enforce any of your obligations to CNW, you agree to pay all of CNW's costs and expenses associated with such enforcement, including all collection, attorney, and litigation fees.
- You agree to pay or reimburse CNW for any and all sales, use and excise taxes that may be imposed on you or CNW by any government entity as a result of any sales to you, regardless of when such taxes may be assessed, imposed, or levied.
- Amounts that you owe to CNW may be deducted by CNW from, or otherwise set off by CNW against, any amounts that CNW may from time to time owe to you or your subsidiaries or affiliates.

6. WARRANTY SUPPORT. Although CNW does not separately warrant products, we do pass through all manufacturers' warranties and will be happy to help you determine the extent of coverage for your claim, coordinate the return of the product, and assist you with the warranty support offered by the manufacturer. Please email support@commnw.com to obtain and submit a warranty support form or call our Customer Service team at 800-283-COMM (2666) if you have any questions about warranties. Note that we make no implied warranties of MERCHANTABILITY or of fitness for a particular purpose with respect to any goods or services we sell, and our suppliers typically exclude these implied warranties as well. In no event shall CNW be responsible for any services, system design, or the functionality of our products unless specifically agreed in a separate signed contract.

7. DAMAGES IN SHIPMENT. Even though title and risk of loss pass when merchandise is shipped, we will assist you if merchandise is verified as damaged in transit. If this occurs, please take the following action:

- Do not accept a visibly damaged product until the person making the delivery has endorsed the air bill/bill of lading with a statement of the extent of the damage and file the freight claim at the time of delivery.
- If damage is concealed and found after unpacking, retain all packing material and immediately call us. Concealed damage must be reported within 24 hours from time of receipt of shipment.
- Notify us immediately of damages so that we can provide you with assistance on the claim with the freight carrier. When calling, please have the sales order number at hand.
- Please send us copies of all air bills/bills of lading and inspection reports.

8. LIMITATION OF LIABILITY. In no event shall CNW be liable to you under any legal theory whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, for any loss of profits or other economic loss, including, but not limited to, such losses as (i) wages paid to your employees, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease, or other acquisition of replacement, substitute, or temporary equipment, facilities, or services, (v) costs of capital, (vi) costs or losses related to downtime, (vii) manual labor costs, or (viii) any other indirect, incidental, special, consequential, or other similar damages arising out of any claim relating to your purchases of goods or services from CNW, including losses resulting from your general or particular requirements or needs, whether or not CNW, at time of contracting, had reason to know of such requirements or needs, and whether or not such losses could have been reasonably prevented by you by cover or otherwise. **CNW's liability to you shall in no event exceed the purchase price of the nonconforming goods or services giving rise to CNW's liability to you.** The manufacturer/supplier's warranties that we pass through to you (see paragraph 6 above) typically contain limitations similar to those stated in this paragraph.

9. COMPLIANCE WITH LAWS. You agree to comply with all laws and regulations that apply to your use, or the resale or other transfer, of products that you purchase from CNW. In some cases, the export of products from the US may be subject to restrictions or prohibitions under US law. You are urged to review the materials regarding such restrictions made available by the manufacturer/supplier and, where appropriate, to consult legal counsel. In any case, however, you remain solely responsible for such compliance, and CNW takes no responsibility for advising you regarding such matters or for providing any necessary export licenses.

10. NO ALTERATIONS, REVERSE ENGINEERING, ETC.: The manufacturers/suppliers of many of the products sold by CNW prohibit any alteration, modification, adaptation, translation, decompiling, disassembly, or "reverse engineering" of, or creation of derivative works based on, their products. You agree to abide by any such restrictions contained in the manufacturer/supplier's terms, and you agree that such restrictions may be enforced against you directly by the manufacturer/supplier, despite any lack of contractual privity between you. If you have questions concerning the terms that may apply to a particular product or would like to obtain information about such terms before purchasing, CNW will be happy to assist you in obtaining such information from the manufacturer/supplier.

11. CHOICE OF LAW, FORUM SELECTION. CNW controls and operates its business from its offices at Portland, Oregon, USA. Consequently, any questions relating to these Terms and Conditions or their application in a particular situation or to any transaction (including any credit card transaction) between us shall be governed by the laws of the United States and the State of Oregon (without regard to any provision that would result in the application of the laws of any other state or jurisdiction). Any legal or equitable action of whatever nature brought by you against CNW arising out of or related in any respect to these Terms and Conditions or your purchases or other dealings with CNW shall be brought solely in either the United States District Court for the District of Oregon located in Portland or the appropriate court of the State of Oregon located in the jurisdiction where CNW has its principal place of business. You agree that CNW may bring an action against you in these same courts, and you hereby irrevocably submit to the jurisdiction of and to venue in these courts. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any purchases from CNW, even if the purchaser or shipping destination is outside the United States.

12. SEVERABILITY. If any provision of CNW's Terms and Conditions is found to be invalid or unenforceable, the other provisions will remain in full force and effect.

B.O. 20-436
Exhibit "A"