

**AMENDMENT NO. 2**  
**COUNTY FIRE PAGING SYSTEM UPGRADE**  
**INSTALLATION SERVICES**  
**(Yamhill County and SAR Enterprises, Inc.)**

THIS AMENDMENT NO. 2 ("Amendment #2") 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") and **SAR ENTERPRISES, INC.**, an Oregon corporation operating under the assumed business name of Communications Northwest, located at 624 McLaughlin Blvd, Oregon City, OR 97045 ("CONTRACTOR"), whose Federal Employer Identification No. is #37-1870402.

**RECITALS:**

WHEREAS, COUNTY and CONTRACTOR are parties to a certain agreement, dated August 11, 2022 and approved under Board Order 22-256 (the "Underlying Agreement"), pursuant to which CONTRACTOR is performing a County Fire Paging system upgrade and installation as further described in the Underlying Agreement; and

WHEREAS, the Underlying Agreement was authorized as an Emergency Procurement due to the risk of critical failure of the current fire paging system; and

WHEREAS, additional work was required in order to stabilize the tower at Sheridan Fire, as provided for in Amendment #1, dated March 6, 2023 and approved under Board Order 23-099 ("Amendment #1"); and

WHEREAS, Additional work was required in order to complete the County Fire Paging system upgrade project due to existing equipment not being as described; and

WHEREAS, COUNTY and CONTRACTOR now desire to modify the Underlying Agreement upon the terms and conditions as set forth herein; and now, therefore

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. Section 1 of the Underlying Agreement is hereby amended as follows (additions are underlined and deletions are in strike-out):
  1. **Services of Contractor.** Contractor agrees to perform the following services (the "Services"), in accordance with and as detailed in the Statement of Work and Sales Quote, contained in "Exhibit A", which are attached hereto and incorporated herein by this reference. Additionally, Contractor agrees to provide the additional work described in Quote QU8341, dated February 17, 2023, attached hereto as "Exhibit B" and incorporated herein. Additionally, Contractor agrees to provide the additional work described in Quote QU8743, dated May 4, 2023, attached hereto as "Exhibit C" and incorporated herein. Any additional work beyond the Services may be negotiated individually at

Contractor's hourly rate or at a negotiated project rate.

2. Section 4 of the Underlying Agreement hereby amended as follows (additions are underlined and deletions are in strike-out):
  4. **Compensation; Payment Schedule**. Unless previously terminated in accordance with Section 8, Contractor will provide the Services for a sum not to exceed \$ 492,143.70 ~~\$467,914.51~~, inclusive of reimbursable expenses. Contractor shall be compensated as outlined in Exhibit A, Exhibit B, and Exhibit C. Any expenses incurred by Contractor in the performance of the Services under the terms and conditions of this Agreement not specifically provided for herein shall be the sole and separate responsibility of Contractor, unless preapproved in writing by County. Contractor will submit invoices for hardware orders at the time of execution of this Agreement and invoices for services and labor charges shall be invoiced at 50% at the time of execution of this Agreement and 50% at the completion of the Services. County shall pay the Contractor within thirty (30) days following the date an invoice is received, reviewed, and approved by County. County shall make payments only after receipt, review, and approval of (i) the Contractor's detailed monthly invoice, and (ii) all reports, designs, certificates, and documents covered by the invoice.
3. CONTRACTOR'S Quote QU8743, attached hereto as Addendum 1, is hereby incorporated into the Underlying Agreement as "Exhibit C". COUNTY and CONTRACTOR acknowledge and agree that the "Terms & Conditions Link(s)", located on page 1 of CONTRACTOR's Quote QU8743 are not applicable to the Underlying Agreement nor this Amendment #2.

Except as otherwise expressly modified by the terms of this Amendment #2, all other terms and conditions of the original contract are still in full force and effect. CONTRACTOR certifies that the representations, warranties, and certifications contained in the original agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

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

By: **Scott Reilly**  
SCOTT A. REILLY, PRESIDENT

Date: 8/18/23

Digitally signed by Scott Reilly  
Date: 2023.08.18 09:13:58 -07'00'

**YAMHILL COUNTY, OREGON**

*Lindsay Berschauer*

LINDSAY BERSCHAUER, Chair  
Board of Commissioners

Date: 8/31/23

**Tim Svenson**

Digitally signed by Tim Svenson  
Date: 2023.08.18 09:16:47 -07'00'

TIM SVENSON, Sheriff

Date: 8/18/23

FORM APPROVED BY:

*Jodi Gollehon*

JODI GOLLEHON

Assistant County Counsel

Date: 8/31/23

Accepted by Yamhill County  
Board of Commissioners on

8/31/23 by Board Order

# 23-338

Addendum 1

(see attached)



Communications Northwest  
 624 McLoughlin Blvd.  
 Oregon City OR 97045  
 United States

www.commnw.com

# Quote

Quote #QU8743

Date: 5/04/2023

This Quote Expires On: 6/03/2023

Bill To	Ship To
Sheriff Tim Svenson YAMHILL COUNTY SHERIFFS OFFICE 535 NE 5th St, Room 143 McMinnville OR 97128 United States	Sheriff Tim Svenson YAMHILL COUNTY SHERIFFS OFFICE 535 NE 5th St, Room 143 McMinnville OR 97128 United States

Sales Rep	Terms	PO Number
Scott A Reilly	Net 30	

Item	Description	Quantity	Price	Total
Notes	Additional parts & labor incurred outside of original project SOW			
W74524	EMR VHF Intermod Panel, added at customer request	7	\$1,486.70	\$10,406.90
302 - RF TECH LABOR	RF TECH LABOR *Prevailing Wage Rate* Additional labor to configure Intermod Panels and install at 7 individual site locations	28	\$185.00	\$5,180.00
600 - TOWER GENERAL	TOWER GENERAL *Performed at Prevailing Wage Rates* Additional mobilization charges and tower labor incurred due to system overlay requirement	1	\$7,678.00	\$7,678.00
Custom Project Services	Microwave equipment changes due to extended delivery lead times. Planned 2" dish at Doane Creek revised to readily available 4' dish	1	\$965.00	\$965.00

Sales Tax(%) \$0.00

**Total** \$24,229.90

<https://www.commnw.com/wp-content/uploads/2021/11/Terms-and-Conditions.pdf>