

**AMENDMENT NO. 1  
AGREEMENT FOR SERVICES BETWEEN  
YAMHILL COUNTY AND SIEMENS INDUSTRY, INC.**

THIS AMENDMENT NO. 2 (“Amendment #1”), effective *nun pro tunc* September 1, 2023, 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 August 6, 2020 (the “Underlying Agreement”), pursuant to which CONTRACTOR is providing maintenance and services on the PLC/VMS camera system as further described in the Underlying Agreement. The Underlying Agreement is memorialized in Yamhill County records as Board Order 20-261.
2. COUNTY and CONTRACTOR now desires to 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 (new language is indicated by underlined font and deleted language is indicated by strike-out font):

1. Section 3.1, “*Signature Page and Investment...*”, of the Underlying Agreement is hereby amended to extend the term of the agreement through August 31, 2026, and increase the total not to exceed amount by \$137,650.00, as follows:
  - a. Sep 1, 2023 – Aug 31, 2024 - \$43,450.00
  - b. Sep 1, 2024 – Aug 31, 2025 - \$45,840.00
  - c. Sep 1, 2025 – Aug 31, 2026 - \$48,360.00
2. Section 2.1.1, “*Technical Support Services*”, of the Underlying Agreement is hereby modified as follows:

**“Preventative Maintenance**

...

Tasks include:

- Update of VMS, ensuring latest patches applied and 100% system/camera uptime

- Minor adjustment, refocusing and cleaning of cameras
- ~~Physical inspection and PM of PLC panels~~
- ~~Test of HMI/PLC system~~
- Confirmation system is operating as intended at peak performance, corrective action if required
- End user refresher training, if required

### Software Support Agreement

~~Siemens will furnish a Software Support Agreement, or SSA, ensuring that Yamhill County will receive patches, updates, bug fixes, new software releases, and technical support to ensure that Yamhill County is utilizing the most up-to-date version of the Ocularis VMS. Additional sites, and cameras, may be added to this SSA through mutually agreed upon addendum by both parties.~~

~~Near the end of each contract year, the Siemens Account Engineer will provide an update as to what funding may remain and provide options for Yamhill County. Options may include parts, training, or additional services.~~

Siemens will provide Yamhill County with software upgrades to its existing security software as they are released. These upgrades include both service releases and all new version releases of software. Siemens will also provide corresponding support documentation outlining the features of the releases. This also includes onsite training to help to familiarize Yamhill County staff with the new features along with their associated benefits. Upgrades to PCs and related workstation hardware are excluded unless specified elsewhere. Additional sites and cameras may be added to this agreement through mutually agreed upon addendum by both parties.”

3. **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.
4. **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.
5. **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.

- 6. **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.
- 7. **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.

**SIEMENS INDUSTRY, INC.**

**YAMHILL COUNTY, OREGON**

DocuSigned by:  
 By: Josh Johnson  
9EB4F43EC132425...  
 (signature)

DocuSigned by:  
Lindsay Berschauer  
DSHCATE145C1452...  
 LINDSAY BERSCHAUER, Chair  
 Yamhill County Board of Commissioners

Date: 2/6/2024

Date: 2/2/2024

Josh Johnson  
 (printed name)

DocuSigned by:  
Sam Elliott  
285C63C3571A435...  
 SAM ELLIOTT, Yamhill County Sheriff  
 Date: 2/2/2024

Branch General Manager  
 (title)

FORM APPROVED BY:

Tax ID No: 13-2762488

DocuSigned by:  
Jodi Gollehon  
E8BF55B7B058446...  
 JODI GOLLEHON  
 Assistant County Counsel  
 Date: 2/9/2024

**Approved by the BOC on:2/1/24**

**via Board Order No.:24-21**