

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
[Video Management and Surveillance Software and Maintenance Services]**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “First Amendment”) is made and entered into as of _____, 2026, by and between the CITY OF ORANGE, a municipal corporation (“City”), and SIEMENS INDUSTRY, INC., a Delaware corporation (“Contractor”), with reference to the following:

A. City and Contractor entered into a Professional Services Agreement (Agreement No. 7588 dated as of October 24, 2023, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by extending the term to December 31, 2026 described in Exhibit A and increasing the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3 **Revised Scope of Services.** The Scope of Services, Section 1, Exhibit A of the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4 **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.d of the Original Agreement is increased by ONE HUNDRED TWENTY-TWO THOUSAND SIXTY-ONE DOLLARS and 00/100 (\$122,061.00) and Section 2.d is hereby amended in its entirety to read as follows:

“The total not-to-exceed compensation for the services to be rendered for the Term shall not exceed ONE MILLION FORTY-THREE THOUSAND NINE HUNDRED TWENTY DOLLARS and 49/100 (\$1,043,920.49), without the prior written authorization of City.”

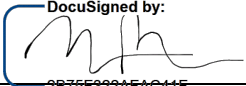
Section 5. **Integration.** This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between

the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

“CONTRACTOR”

SIEMENS INDUSTRY, INC.,
a Delaware corporation

DocuSigned by:

*By: _____
Printed Name: Ben Peoples
Title: General Manager

DocuSigned by:

*By: _____
Printed Name: Fabian Umole
Title: Head of Finance

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Connor Hyland
Senior Assistant City Attorney

***NOTE:**
-- If Contractor is a corporation, the City requires the following signature(s):
(1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

“CONTRACTOR”

SIEMENS INDUSTRY, INC.,
a Delaware corporation

*By: _____
Printed Name: _____
Title: _____

*By: _____
Printed Name: _____
Title: _____

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Connor Hyland
Senior Assistant City Attorney

***NOTE:**
-- If Contractor is a corporation, the City requires the following signature(s):
(1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

√ X

EXHIBIT “A”

SUPPLEMENTAL SCOPE OF SERVICES

[Behind this page.]



SIEMENS CHANGE ORDER (CO) PROPOSAL	
Date of CO Proposal Submittal:	August 4, 2026
Change Order #:	#2600142102-001
CoO Agreement #:	No. 71661
Original PO End Date:	September 21, 2026
Project Name:	Vendor Contract Security Services
New Project End Date:	December 31, 2026

This **Change Order No. SIE-#2600142102-001** is entered into by and between the **City of Orange ("CoO")** and **Siemens Industry, Inc. ("Siemens")** and is governed by the terms and conditions of **Contract No. 71661** (the "Agreement"), including all exhibits, attachments, amendments, and previously approved change orders thereto. All terms not otherwise defined in this Change Order Proposal and Scope of Work ("SOW") shall have the same meanings ascribed to them in the Agreement. Except as expressly modified by this Change Order, all other terms and conditions of the Agreement shall remain in full force and effect.

I. CHANGE ORDER STATEMENT OF WORK ("SOW")

- Extension of Siemens' support program at City of Orange (CoO) for three (3) additional months to ensure uninterrupted execution of services at City of Orange.
- This change order extends services associated with account management functions from September 22, 2026 through December 31, 2026.
- The scope of this Change Order includes the extension and renewal of the existing Genetec Software Subscription Advantage (SSA) coverage through December 31, 2027, ensuring continued software updates, technical support, and maintenance services for the covered licenses
 - GSC-201123-044910
 - GSC-160822-121156
 - GSC-210914-199768

Assumptions/Notes/Clarifications:

- Revised Purchase Order/Contract (Change Order) shall be received by September 1, 2026.
- The Change Order shall be cancellable upon issuance and execution of new sub-agreements and Purchase Orders.



II. INVESTEMENT SUMMARY:

SIEMENS shall perform and complete the Services described in this Change Order for a Lump Sum project price of **\$122,061.00 (the “Fees”)**. This Fee shall include all direct labor, all incidental charges, costs, travel, expenses and fees, and any additional resources required by SIEMENS to complete Services described in this Change Order, except as otherwise expressly provided herein.

CHANGE ORDER AMOUNT:	\$122,061.00
PREVIOUS PURCHASE ORDER AMOUNT:	<u>\$ 921,859.49</u>
NEW AMOUNT:	\$ 1,043,920.49

Line #	Description	Unit
1	Security Service Maintenance (3 Months)	\$ 84,919.00
2	Software Support Extension	\$ 37,142.00
		\$122,061.00