

**AMENDMENT No. 1 TO  
AGREEMENT  
For  
PUBLIC WORKS OPERATIONS MANAGEMENT SERVICES**

**This Amendment No. 1 (hereinafter referred to as "Amendment") is made by and between the Board of Commissioners of Effingham County (hereinafter referred to as "County") and EOM Operations, a division of EOM Public Works, LLC (hereinafter referred to as "EOM").**

**WHEREAS, the County and EOM entered into the Agreement for Public Works Operations Management Services dated June 20<sup>th</sup>, 2017 for Public Works Operations Management Services (hereinafter referred to as the "Agreement"); and**

**WHEREAS, the parties desire to amend the provisions of the Agreement; and**

**NOW, THEREFORE, in consideration of the foregoing and the mutual promises in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.**

- 1. This Amendment allows for the Agreement to renew for five (5) additional years commencing upon completion of the current term, June 30<sup>th</sup>, 2018. Notwithstanding anything to the contrary contained herein, the Agreement and any amendments shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. The Agreement and any amendments shall terminate immediately and absolutely if funds are not budgeted and appropriated in any fiscal year to pay the obligations created by the Agreement and any amendments.**

**The County shall have the right to terminate the Agreement and any amendments without cause and in its sole discretion upon ninety (90) days written notice to EOM. In the event of any termination of any services as set forth in the Agreement and any amendments, the County shall pay EOM only for those services performed before the effective date of the termination. The County shall have no liability for any further charges in respect of services performed after the termination date.**

**To the maximum extent permitted under applicable law and, in that regard, County and EOM expressly acknowledge and agree that the Agreement and any amendments shall be subject to the terms and conditions of O.C.G.A. §36-60-13 and they intend and agree that the provisions of the Agreement and any amendments shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.**

2. This Amendment allows for an increase in the Base Fee to \$2,124,000 with the following department breakdowns.
 

a. Public Works	\$985,800.00
b. Water & Sewer	\$296,000.00
c. Waste Water Treatment	\$257,200.00
d. Vehicle Maintenance	\$390,000.00
e. Ash Road Resurfacing	\$195,000.00
  
3. This Amendment allows for a change in department operating limits and structure to reflect the 2018-2019 approved budget. The total annual limits for operating costs pertaining to the scope of work outlined in the Contract shall not exceed \$190,000 for Public Works, \$333,500.00 for Water and Sewer, \$208,000.00 for Wastewater Treatment Plant and 307,300 for Vehicle Maintenance. Any non-emergency purchases over \$2500.00 must have prior approval by Owner. Repair expenses for any vehicle shall not exceed \$5,000 in any one fiscal year without Owner approval.
  
4. This Amendment allows for the continued use of inmate work detail.
  
5. This Amendment deletes Section 2.1.2 of the Agreement that reads "EOM shall provide oversight of Owner's computerized maintenance, process control, and laboratory management systems."
  
6. This Amendment changes the reporting date listed in Section 2.6.35 to the 10<sup>th</sup> day of each month and adjusts the reporting breakdown to align with the 2017-2018 budget. The breakdown will include hours, inventory used, purchased parts, subcontractor costs and 1/12 of the base fee for this department.
  
7. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.
  
8. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS, A Division of  
EOM Public Works, LLC

Board of Commissioners of Effingham County

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date