

**AMENDMENT No. 5
AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES**

This Amendment No. 4 (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 an Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County’s department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the “Agreement”); Amendment 1 dated August 7th, 2018; Amendment 2 dated August 20th, 2019; Amendment 3 dated September 15th, 2020; Amendment 4 dated October 19th, 2021; 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 the Agreement, 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 an increase in the Base Fee to \$2,351,632.
2. EOM shall provide a crane truck, as needed, for sewer pump station maintenance and repairs. This includes up to a total of 130 hours of truck usage for pump pulling activities.
3. This Amendment allows for a change in department operating limits and structure to reflect the 2022-2023 approved budget. EOM will provide an accounting of the amount spent for each budget in the monthly report.
4. This Amendment allows for
5. This Amendment allows for the Contract to renew for five (5) additional years commencing upon completion of the current term, June 30th, 2022. 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 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 provisions of the Agreement and any amendments shall be interrupted and construed so as to be lawful and permissible under all circumstances under such statute.

6. In the event of any conflict or inconsistency between the Agreement, previous Amendments and this Amendment, this Amendment shall control.
7. 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

Board of Commissioners of Effingham County

Authorized Signature _____

Authorized Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____