

**ADDENDUM TO COUNTY MULTI-YEAR CONTRACT,
LIMITATIONS AND ANNUAL APPROPRIATIONS**

This Addendum is made a part of and incorporated into the Master Services Agreement (hereinafter referred to as “Contract”) between the Board of Commissioners of Effingham County, Georgia (“County”) and Pictometry International Corp. (“Pictometry”), dated August 15, 2023, as follows:

1. Notwithstanding anything to the contrary contained herein, this Contract 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 Contract shall be automatically renewed for one (1) year terms unless County gives notice of non-renewal not later than sixty (60) days prior to the expiration of any renewal term.

2. The total maximum contract obligations for the fiscal year 2024 shall be \$ 57,860.70. The maximum contract amount for fiscal years 2025, 2026, 2027, 2028, and 2029 shall be \$ 57,860.70. The total combined maximum annual payments over the six (6) year term is \$ 347,164.20. Contracts under O.C.G.A. '36-60-13 and contracts of the County under Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia in any fiscal year, excluding Guaranteed Energy Savings Contract, shall not exceed in an amount equal to 7.5% of the total local revenue collected for maintenance and operation of County in the most recently completed fiscal year.

3. This Addendum shall be deemed to obligate County only for those sums payable during the current fiscal year of execution or in the event of renewal by County for those sums payable in the individual fiscal year renewal term, fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

4. To the maximum extent permitted under applicable law and, in that regard, County and Pictometry expressly acknowledge and agree that this Contract shall be subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated and they intend and agree that the provisions of this Contract shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.

5. Any portion of the Contract regarding indemnification apply only to the extent permitted by law, and any applicable case law, including but not limited to CSX Transportation, Inc. v. City of Garden City, 277 Ga. 248, 588 S.E.2d 688 (2003).

6. Further, County is obligated only to make such payments as may lawfully be made from funds budgeted and appropriated for that purpose during County's then current fiscal year. Should County fail to budget, appropriate or otherwise make available funds to pay the Contract following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term.

Except as modified hereby, the Schedule, and the terms and provision of the Contract, are and shall remain in full force and effect and, except as modified hereby, the rights and obligations of the parties are not modified or affected in any way.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Pictometry International Corp.

By:  _____

Name: Robert Locke

Its: President

Date: 8/22/2023

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

By: Wesley M. Corbett
Wesley Corbett
Its: Chairman

Attest: S. Johnson
Stephanie Johnson
Its: County Clerk

Date: 08/15/2023