

FIRST AMENDMENT
TO THE
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES AGREEMENT

THIS FIRST AMENDMENT (this "Amendment") to the Agreement (as defined below) is entered into on this 3rd day of February 2020, by and between

The **City of Moore, Oklahoma**, a municipal corporation created under the laws of the State of Oklahoma, and the **Moore Public Works Authority**, a public trust created under the laws of the State of Oklahoma, whose sole beneficiary is the City of Moore, Oklahoma with its principal address at 301 North Broadway, Moore, Oklahoma 73160 (collectively hereinafter referred to as "MOORE");

and

Veolia Water North America-Central, LLC, with its address at 700 East Butterfield Road, Suite 201, Lombard, Illinois 60148 (hereinafter "VWNA").

WHEREAS, MOORE and VWNA entered into that certain Operations, Maintenance and Management Services Agreement dated as of December 21, 2015, and amended from time to time (collectively the "Agreement");

WHEREAS, the parties now desire to modify selective portions of the Agreement, all as set forth herein;

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, it is hereby agreed:

1. Amendment of Section 9.2. Section 9.2 of the Agreement is hereby amended by deleting the language of such section entirely and replacing it with the following:

"For Changes in Scope described in Sections 9.1.1 through, and including, 9.1.3, the Annual Fee shall be increased by an amount agreed upon by The City of Moore and VWNA that represents the additional costs experienced by VWNA as a result of such Change in Scope, which costs shall include all of VWNA's Costs and imputed costs. Increases of the Annual Fee as a result of conditions described in Section 9.1.3 shall be retroactive to the beginning of the twelve-month comparison period."

2. Miscellaneous. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail. This Amendment may be executed in one or more counterparts and by facsimile or other electronic means, each of which shall be deemed an original, and all of which together shall constitute on and the same instrument. The undersigned individuals certify that they are competent and authorized to enter into this Amendment on behalf of the party for whom he or she purports to sign.

IN WITNESS WHEREOF, the parties, by their signatures below, have caused this Amendment to be duly executed as of the date first set forth above, and each party warrants that all corporate or governmental actions, approvals, and consents necessary to bind the parties to the terms of this Amendment have been taken.

Moore Public Works Authority

Veolia Water North America-Central, LLC

By: _____

By: Keith Oldenwurtel

Name: _____

Name: Keith Oldenwurtel

Title: _____

Title: COO + EVP

APPROVED by the City Council of the City of Moore, Oklahoma on the 3rd day of February, 2020.

ATTEST: (Seal)

Secretary

Blair Lewis
Mayor

CERTIFICATE OF CITY ATTORNEY

The undersigned, as City Attorney for the City of Moore, Oklahoma, an Oklahoma municipal corporation ("MOORE") in this transaction, hereby certifies that (s)he has examined the facts and circumstances surrounding the selection of Veolia Water North America-Central, LLC ("VWNA") and the award and letting of the forgoing contract to VWNA by MOORE and has found that said selection, award and contracting process comply with the procurement laws of the State of Oklahoma and MOORE and that the foregoing amendment to the Agreement, once executed by MOORE, is a valid, legal and binding agreement of MOORE.

City Attorney for MOORE

Date

IN WITNESS WHEREOF, the parties, by their signatures below, have caused this Amendment to be duly executed as of the date first set forth above, and each party warrants that all corporate or governmental actions, approvals, and consents necessary to bind the parties to the terms of this Amendment have been taken.

Moore Public Works Authority

Veolia Water North America-Central, LLC

By: 

By: _____

Name: Glenn Lewis

Name: _____

Title: Mayor

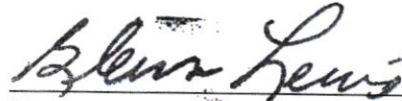
Title: _____

APPROVED by the City Council of the City of Moore, Oklahoma on the 3rd day of February, 2020.

ATTEST: (Seal)



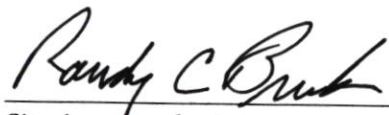
Secretary



Mayor

CERTIFICATE OF CITY ATTORNEY

The undersigned, as City Attorney for the City of Moore, Oklahoma, an Oklahoma municipal corporation ("MOORE") in this transaction, hereby certifies that (s)he has examined the facts and circumstances surrounding the selection of Veolia Water North America-Central, LLC ("VWNA") and the award and letting of the forgoing contract to VWNA by MOORE and has found that said selection, award and contracting process comply with the procurement laws of the State of Oklahoma and MOORE and that the foregoing amendment to the Agreement, once executed by MOORE, is a valid, legal and binding agreement of MOORE.



City Attorney for MOORE

2-3-2020

Date