

SECOND 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 8<sup>th</sup> day of September, 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 11.2. Section 11.2 of the Agreement is hereby amended by deleting the word "only" from the first clause thereof.
- 2.) Addition of Section 11.7. A new Section 11.7 is hereby added and reads as follows:  
"Either Party may terminate this Agreement without cause with sixty (60) days notice. Upon termination without cause the provisions of Sections 11.3 and 11.4 shall be followed."
- 3.) All other provisions of the Agreement, as amended, remain in full force and effect.

**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: Mark Hamm

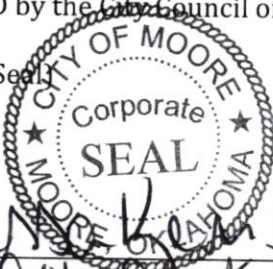
Name: Robert Pistone

Title: Vice Mayor

Title: Project Manager

APPROVED by the City Council of the City of Moore, Oklahoma on the 8<sup>th</sup> day of September, 2020.

ATTEST: (Seal)



Doreen B...  
Secretary City Clerk

Mark S. H...  
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.

Randy Brun  
City Attorney for MOORE

9-8-20  
Date