

AMENDMENT NO. 1
to the
RENEWAL OF AGREEMENT
for
OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES
for
CITY OF BISBEE, ARIZONA

THIS IS AMENDMENT NO. 1 (the "Amendment") to the Renewal of Agreement for Operations, Maintenance, and Management Services for the City of Bisbee dated July 1st, 2024 ("Agreement") by and between the City of Bisbee ("Owner") and Operations Management International, Inc. ("Contractor"), collectively referred to herein as the "Parties".

NOW THEREFORE, Owner and Contractor agree that the Agreement shall be and is hereby amended and modified in the following manner:

1. Appendix D, Section D.1.1 is hereby deleted in its entirety and replaced with the following:

D.1.1 For the second year of this Agreement, Owner shall pay to Contractor \$914,645 representing a Base Fee of \$839,645 and \$75,000 for Budgeted Operational Costs. Subsequent years' base fees shall be determined as specified in Appendix D.4.

D.1.1.01 From the Base Fee, the Contractor will pay its direct and indirect expenditures for Project including management labor, employee benefits, and training of employees of the Contractor. Contractor represents that any compensation, including bonuses, that it pays to its employees will not reflect, in whole or part, the net profits or losses of the Project.

D.1.1.02 The Contractor will pay Budgeted Operational Costs specified in the Agreement and Appendices thereto in the amount stated in D.1.1 for such purpose. The Budgeted Operational Costs shall be allocated as follows:

- (a) Repairs Expenditures - \$75,000
- (b) Other Expenditures- N/A

D.1.1.03 The Services provided under this Agreement assume reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by Unforeseen Circumstances will be billed to Owner for reimbursement of the actual costs incurred.

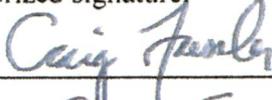
This Amendment together with the Agreement and all prior amendments constitute the entire agreement between the Parties and supersede all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of this Amendment No. 1 by their signatures below.

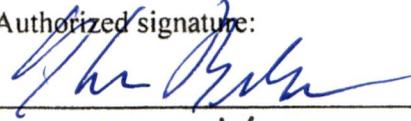
**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**

CITY OF BISBEE

Authorized signature:



Authorized signature:



Name:

CRAIG FAESSLER

Name:

Ken Budge

Title:

SW DIRECTOR OF OPERATIONS

Title:

Mayor

Date:

5/1/2025

Date:

4/3/2025