

AMENDMENT NO. 2
to the
RENEWAL OF AGREEMENT
for
OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES
for
CITY OF BISBEE, ARIZONA

THIS IS AMENDMENT NO. 2 (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. Section 28, NOTICES, is hereby deleted in its entirety and replaced with the following:

28. **NOTICES.** All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been fully delivered upon personal delivery or as of the second business day after mailing by United States Mail, postage prepaid, by Certified Mail, return receipt requested, addressed as follows:

To Owner:

City of Bisbee
Attn: City Manager
118 Arizona Street
Bisbee, Arizona 85603

Copy to:

Pierce Coleman
Attn: Joseph D. Estes, City Attorney
2812 N. Norwalk, Suite 107
Mesa, Arizona 85215

To Contractor:

Operations Management International, Inc.
ATTN: OMFS Counsel
7001 E. Belleview, Ave, Suite 1000
Denver, CO 80237

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

- D.1.1 For the third year of this Agreement, Owner shall pay to Contractor \$1,084,910 representing a Base Fee of \$884,910 and \$200,000 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 - \$200,000
- (b) Other Expenditures- N/A

DI.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.

3. Appendix D, Section D.1.2.01 is hereby deleted in its entirety and replaced with the following:

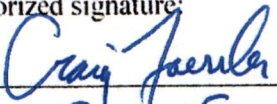
D.1.2.01 The total amount Contractor will be required to pay for Repairs will not exceed the annual Repairs limit of \$200,000 ("Repairs Limit") for the contract year identified under Appendix D.1.1. Contractor shall provide Owner with a detailed invoice of Repairs over the annual Repairs Limit, and Owner shall pay Contractor for all Repairs in excess of such limit. Contractor shall rebate to Owner the entire amount that the cost of Repairs is less than the annual Repairs Limit. Contractor shall be entitled to a mark-up of fifteen percent (15%) of all Repairs costs that exceed the total of all Repairs Limit.

This Amendment together with the Agreement and all prior amendments constitute the entire agreement between the Parties and supersedes 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. 2 by their signatures below.

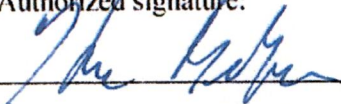
**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**

Authorized signature:


Name: CRAG FAESSLER
Title: SW DIRECTOR OF OPERATIONS
Date: 5/6/2026

CITY OF BISBEE

Authorized signature:


Name: Ken Budge
Title: Mayor
Date: 5/5/2026