

**THIRD AMENDMENT
TO THE
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES AGREEMENT**

THIS THIRD AMENDMENT (“Amendment”) to the Agreement (as defined below) is entered into this 19 day of Sept, 2022, 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**”).

WITNESSETH:

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**”); and

WHEREAS, the parties previous amended the Agreement with an amended dated in January 2020 and a second amendment dated September 8, 2020; and

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. Addition of Section 13.1. A new Section 13.1 is hereby added and reads as follows:

“When arranging for the purchase, acquisition, or use of goods, products, or materials under this Agreement, VWNA shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States as required by 2 CFR 200, Appendix II (L), which is attached to hereto as Appendix H.”

2. 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 Agreement have been taken.

Moore Public Works Authority

Veolia Water North America-Central, LLC

By: *Glenn Lewis*

By: *Joseph Tackett*
Joseph Tackett (Sep 2, 2022 13:48 CDT)

Name: *Glenn Lewis, Mayor*

Name: *Joseph Tackett*

Title: *Mayor*

Title: *President*

APPROVED by the City Council of the City of Moore, Oklahoma on the *19* day of *Sept.* 2022.

Attest: (Seal)



[Signature]

City Clerk

Glenn 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.

Randy C. Bond

City Attorney for Moore

9-19-22

Date