

**Amendment #1 – FY22**

**Resource Management Systems, Inc. Operator Agreement**

WHEREAS it is the desire of Resource Management Systems, Inc. to amend the existing Contract between Ben Hill County Board of Commissioners and Resource Management Systems, Inc.

This amendment is made and entered into the 1<sup>st</sup> day of July 2021 by Ben Hill County Board of Commissioners, hereinafter referred to as “County” and Resource Management Systems, Inc., as the Contractor, hereinafter referred to as “RMS” or “Contractor” and shall end on the 30<sup>th</sup> day of June 2022. This amendment shall be included as a part of a renewed contract beginning the 1<sup>st</sup> day of July 2021 and ending on 30<sup>th</sup> day of June 2022 and all subsequent years.

The following language is hereby added to the existing Contract:

**COMPENSATION:** Compensation is based on hours.

For purposes of this Contract, "hours" shall be defined as: demand response, the hours are calculated from the start of customer service to the end of customer service for each route. Vehicle pre-trip inspections and cleaning are not included in transit service. Dispatching, call taking, scheduling, supervision of these services and all other activities detailed in the RFP are included in the Hourly rate.

Budget - Year 3 \$ 62.70 per service hour not to exceed 8,247 hours. All cost will be a net of revenues received by Contractor.

Budget - Year 4 - Year 5 -To be added by amendment as agreed upon between the parties in future negotiation should the parties mutually agree to renew the agreement for succeeding year(s).

Compensation amount awarded is a not-to-exceed dollar figure which cannot be increased without documented justification and a signed authorization of contract change.

### **CHANGES IN SCOPE:**

a. The County may, at any time, request changes within the general scope of this Contract. If any such requested change would result in an anticipated increase in the cost of, or the time required for, the performance or any part of the work under this Contract, or would result in an anticipated increase or decrease of ten percent (10%) or more to Contractor's estimated annual service hours stated in the RFP, the parties shall negotiate an equitable adjustment to Contractor's rate and the Contract will be amended accordingly.

b. In the event any Federal, State, or local law, rule, regulation or ordinance becomes operative during the term of this Contract that has the effect of increasing Contractor's operating costs by ten percent (10%), to include, but not limited to, laws, rule, regulations, or ordinances pertaining to environmental protection or climate change, such as carbon credits, or new taxes imposed based on energy consumption; changes in the Americans With Disabilities Act; or government required increases to employee wages and/or benefits, to include health care benefits, the County and Contractor shall meet to discuss the impact of these unanticipated additional costs and negotiate an equitable adjustment to Contractor's rates.

### **FORCE MAJEURE:**

Contractor shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to, any incidence of fire, flood, or severe weather; strike, labor dispute, labor work stoppages; acts of God, acts of the government, war or civil disorder, violence or the threat thereof, severe traffic congestion, commandeering of material, products, and plants or facilities by the government, and fuel shortages. The County and Contractor reserve the right to negotiate a fair rate to cover cost during period where level of service is reduced due to force majeure.

IN WITNESS WHEREOF, Ben Hill County Board of Commissioners and Resource Management Systems, Inc. have caused this agreement to be duly executed by their authorized representatives as of the day and year above written.

On behalf of the Ben Hill County Board of Commissioners

\_\_\_\_\_  
Ben Hill County, Chairman

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness


\_\_\_\_\_  
Notary Public

On Behalf of Resource Management Systems, Inc.

  
\_\_\_\_\_  
Tim Pinson, CEO

7-19-2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Notary Public

