

**FIRST AMENDMENT TO THE
GRINDING AND REMOVAL OF YARD WASTE AGREEMENT**

THIS FIRST AMENDMENT TO THE GRINDING AND REMOVAL OF YARD WASTE AGREEMENT (this "Amendment") is made as of the ___ day of February, 2021, by and between **CARROLL COUNTY, GEORGIA, acting by and through the Board of Commissioners** (the "County") and **TAG GRINDING SERVICES, INC.** (the "Contractor").

WITNESSETH:

WHEREAS, the County and the Contractor entered into that certain Grinding and Removal of Yard Waste Agreement, dated May 15, 2019 (the "Agreement"); and

WHEREAS, the term of the Agreement was renewed for a one year period beginning July 1, 2020 through June 30, 2021; and

WHEREAS, the cost for the Contractor to haul the yard waste outside of Carroll County is no longer economically feasible due to certain particles being found in the yard waste, resulting in Contractor no longer being able to sell the yard waste to certain end users; and

WHEREAS, the Contractor has agreed to haul the yard waste to sites designated by the County within Carroll County at the rate of \$14.00 per ton;

WHEREAS, the County and Contractor desire to amend the Agreement as set forth herein; and

NOW THEREFORE, for and in consideration of the sum of one dollar (\$1.00), the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Contractor hereby agree as follows:

1. Compensation. Section 2.07 of the Agreement is hereby amended by adding the following at the end of Section 2.07:

In addition, the County will pay Contractor a hauling fee of \$14.00 per ton for yard waste that is hauled to a site designated by the County and located within Carroll County. Said hauling fee shall include Contractor **walking the yard waste off with a trailer**. However, the additional hauling fee of \$14.00 per ton shall not be owed if the County is able to provide yard waste in a condition so that it may be sold by Contractor to third parties located outside of Carroll County.

2. Counterparts: Email Signatures. This Amendment may be executed by the parties hereto in any number of separate counterparts, all of which, when delivered, shall together constitute one and the same Amendment. Signatures delivered by email shall be considered original signatures.

3. Governing Law. This Amendment and all issues arising hereunder shall be governed by the laws of the State of Georgia.

4. Ratification of Agreement: Capitalized Terms. Except as otherwise modified by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. Capitalized terms not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement. In the event of any conflict between the terms of the Agreement and this Amendment, this Amendment shall prevail. Except as expressly amended by this Amendment, all of the terms and provisions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

CARROLL COUNTY, GEORGIA

By: _____(SEAL)
Michelle Morgan, Chairman of the
Board of Commissioners

Attest: _____(SEAL)
Susan A. Mabry, Clerk

(COUNTY SEAL)

TAG GRINDING SERVICES, INC.
a Georgia corporation

By: _____(SEAL)
Name: _____
Title: _____

Attest: _____(SEAL)
Name: _____
Title: _____

(CORPORATE SEAL)