

“Exhibit A1”

FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT WITH BFI WASTE SERVICES OF TEXAS, LP, d/b/a ALLIED WASTE SERVICES OF SAN ANTONIO//REPUBLIC SERVICES OF SAN ANTONIO FOR THE COLLECTION, HAULING, AND DISPOSAL SERVICES OF RESIDENTIAL GARBAGE AND REFUSE WASTE IN THE CITY OF FAIR OAKS RANCH, TEXAS

This First Amendment (“First Amendment”) to the Agreement between the City of Fair Oaks Ranch and BFI Waste Systems of Texas, LP, dba Allied Waste Services of San Antonio//Contractor Services of San Antonio dated August 17, 2017 (“2017 Agreement”) is made and entered as of this 15th day of August, 2022 by and between the City of Fair Oaks Ranch, Texas (“City”) and BFI Waste Systems of Texas, LP, dba Republic Services of San Antonio (“Contractor”).

RECITALS

WHEREAS, on August 17, 2017, the City and Contractor entered into the 2017 Agreement for the collection, hauling, and disposal service of residential garbage and refuse waste in the City of Fair Oaks Ranch; and,

WHEREAS, the 2017 Agreement between the City and Contractor expires on September 30, 2022; and,

WHEREAS, the 2017 Agreement has a two (2) year renewal option upon mutual agreement of both parties; and,

WHEREAS, the City has determined a two-year extension of the 2017 Agreement is in the best interest of the residents of Fair Oaks Ranch; and,

WHEREAS, Contractor has determined that it is in their interest to continue providing services for an additional two years.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises and covenants hereinafter contained, the City and contractor agree to exercise the first of two (2) two (2) year renewal options (Part 1) and in this First Amendment to the 2017 Agreement, agree to amend the 2017 Agreement as follows (Parts 2, 3, 4, & 5). All other terms and conditions of the 2017 Agreement not expressly amended by this First Amendment shall continue in full force and effect.

Part 1:

The City and Contractor agree to exercise the first of two (2) two (2) year renewal options with said first renewal expiring on September 30, 2024.

Part 2:

The City and Contractor agree to Amend Section 3, Defined Terms to include the following:

Brush and Bulky Items - Brush includes personally trimmed and severed parts of all domestically cultivated trees and shrubbery. Above average disposal of brush should be taken into consideration as historically, up to 600 tons, per event has been picked up. Bulky items consist of household items such as large appliances with Freon removed, household fixtures, furniture, yard equipment with gas removed, mattresses, etc. Items

have no size or weight limitations but are limited to residential and domestic items and all bulk and brush disposed of shall be placed into one collection pile. Does not include commercial construction waste, remodeling materials or demolition debris.

City Spoils – Construction and demolition debris from municipal work.

Part 3:

The City and Contractor agree to Amend Section 4, Operations to include the following:

Section 4.1 c

City Spoils - Contractor shall provide collection of two city spoils placed in a 5-yard commercial container, at the request of the City, during the hours of 8:00 A.M. and 4:30 P.M.

Section 4.4

Curbside Brush and Bulky Item collections twice per calendar year, preferably February and August, to be coordinated and scheduled through the City Manager. During the collection period, all items of non-hazardous waste placed out along the City's right of way shall be picked up. ~~Contractor is responsible for an advance notice on customer procedures of collection that shall be mailed to each residential unit.~~ City is responsible for an advance notice on customer procedures of collection that shall be mailed to each residential unit. Contractor shall reimburse the city all costs for producing and mailing the customer notice. Announcements of the pick-up service shall be mailed in appropriate time to allow customers one week to place items out prior to start of pickup service in their zone. At least four zones should be utilized.

Section 4.9

One scheduled Household Hazardous Waste collection event per calendar year. Contractor will contribute \$25,000 toward the Event. City is responsible for an advance notice on customer procedures of collection that shall be mailed to each residential unit. Contractor shall reimburse the city all costs for producing and mailing the customer notice.

Part 4:

The City and Contractor agree to Amend Section 5, Rates and Fees

Section 5.1

The rates and fees to be charged and received by the Contractor are as follows:

Total Monthly Residential Rate including annual Household Hazardous Waste event inclusive of disposal costs for solid waste services to include collection and disposal of Residential Garbage and Refuse, Brush and Bulky items, and Wastewater Sludge and Screenings, Recycling Materials, and Household Hazardous Waste.

Starting October 1, 2022

\$22.96/home/month

Section 5.2

Total monthly Rate for Additional Containers

Starting October 1, 2022

\$13.74/container/month

Part 5:

The City and contractor agree to Amend Section 6.1 , Franchise Fee to read as follows:

Pay the City an amount equal to five (5%) percent of the gross receipts of the Contractor for Residential Unit services provided in the City. Said amount shall be paid each annual quarter, within thirty days after the quarter.

City of Fair Oaks Ranch, Texas

BFI Waste Services of Texas, LP d/b/a Allied Waste Services of S.A.//Republic Services of San Antonio

By: _____
Tobin E. Maples, City Manager

By: _____
Name: _____
Title: _____

Attest: _____
Christina Picioccio, City Secretary

Attest: _____
Name: _____
Title: _____

Address: 7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

Address: 4542 SE Loop 410
San Antonio, TX 78222

Date: _____

Date: _____