

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 17th day of November, 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 expired 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.

WHEREAS, on September 1, 2022 Republic Services requested an extension of the 2017 Agreement for an additional two-months expiring November 30, 2022 under the conditions of the current Agreement.

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 in Parts 2, 3, 4, and 5 below. 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: Section 2 – Term of Agreement

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: Section 3 – Defined Terms

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.

Part 3: Section 4 Operations**1.b. - Weekly Collection City Facilities**

- 1) City Hall Complex – collected in 96-gallon and ~~five-yard~~ four-yard commercial containers at a frequency of once (1) per week and collected by the Contractor on a day as the weekly collection of residential units.
- 2) Fire Stations – collected in 96-gallon containers at a frequency of once (1) per week and collected by the Contractor on a day as the weekly collection of residential units.
- 3) Wastewater Treatment Plant – collected in 96-gallon containers and 20- and 30-yard Roll-Off containers at a frequency of twice (2) per week and collected by the Contractor on days as the weekly collection of residential units.

2.b. – Containers Commercial

- 1) City Hall Complex- one (1) ~~5-yard~~ 4-yard metal receptacle designed to be lifted and emptied mechanically and ~~ten (10)~~ fifteen (15) 96-gallon wheeled containers made of rigid plastic.
- 2) Fire Stations – ~~one (1)~~ four (4) 96-gallon wheeled container made of rigid plastic at each location.
- 3) Wastewater Treatment Plant – one (1) 20- and one (1) 30-yard Roll-Off container, and ~~four (4)~~ ten (10) 96-gallon wheeled containers made of rigid plastic.

4. Curbside Brush and Bulky Item collections twice per calendar year, preferably ~~February~~ January 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 including 10% administrative fee of invoice total. 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.

9. One scheduled Household Hazardous Waste collection event per calendar year. Contractor will contribute \$20,000 toward the annual Event. City will be responsible for any remainder of the total event cost. 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 including 10% administrative fee of invoice total.

Part 4: Section 5 Rates and Fees

Effective October 1, 2022, the rates and fees to be charged and received by the Contractor are as follows:

1. 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.

\$22.96/home/month
2. Total Monthly Rate for Additional Containers

\$13.74/container/month

Part 5: Section 6 Franchise Fee

Pay the City an amount equal to ~~three (3%)~~ 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: _____