

**FIRST AMENDMENT TO VENDOR SERVICES AGREEMENT  
(AMERICAN FR UNIFORM)**

This **FIRST AMENDMENT TO VENDOR SERVICES AGREEMENT** (the “First Amendment”) is made and entered into by and between **NEW BRAUNFELS UTILITIES**, a Texas municipal owned utility (“NBU”), and **OPIN, LLC, DBA AMERICAN FR AND SAFETY**, a South Carolina limited liability company authorized to transact business in Texas (the “Vendor”) (collectively, “the Parties”).

**RECITALS**

WHEREAS, NBU and the Vendor entered into the Vendor Services Agreement dated July 2, 2020 (the “Agreement”), for web-based uniform purchase program to include an available stock of NBU specified items, delivery of items, item return/replace/repair services, alteration services, and sales and customer support services (the “Services”); and

WHEREAS, due to the increase in the number of employees at NBU, NBU requires an increase in the Services;

WHEREAS, the Vendor has maintained its original prices but the added Services require an increase in the original not-to-exceed compensation amount;

WHEREAS, the Agreement requires NBU and the Vendor to agree in writing to amend or modify the Agreement;

WHEREAS, NBU and the Vendor desire to amend the Agreement to modify the original not-to-exceed compensation amount.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

Section 1. Amendment to Exhibit B. Exhibit B to the Agreement is hereby deleted in its entirety and replaced by Exhibit 1 to this First Amendment as of the effective date of this First Amendment.

Section 2. Remaining Terms. Except as stated herein, all other terms and conditions of the Agreement remain in full force and effect.

Section 3. Entire Agreement. This First Amendment, together with Agreement, sets forth the entire understanding of NBU and the Professional and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

Section 4. Binding Effect. This First Amendment will extend to and be binding upon NBU and the Professional and their respective successors and permitted assigns.

Section 5. Severability. If any term or provision of this First Amendment is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining terms or provisions of this First Amendment shall not be affected thereby, and this First Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 6. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

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**IN WITNESS WHEREOF**, the Parties hereto, upon lawful approval and authority, have executed this First Amendment on this the 9th day of January, 2024.

**NBU:**

**NEW BRAUNFELS UTILITIES,**  
a Texas municipal owned utility

By: \_\_\_\_\_  
Name: Ryan Kelso  
Title: Chief Executive Officer

**VENDOR:**

**OPIN, LLC, DBA AMERICAN FR AND SAFETY**  
a South Carolina limited liability company authorized to  
transact business in the State of Texas

By: Ashley Pope  
Name: Ashley Pope  
Title: President, American FR & Safety

**EXHIBIT 1**

Exhibit B

Compensation

NBU shall pay the Vendor for goods and services as described in this Agreement throughout the term not to exceed \$96,250 annually and \$481,250 for the duration of the Agreement.

Items purchased by NBU shall be in accordance with the description and fee schedule as stated below.

<b>Descriptions</b>	<b>Item Unit Price (EA)</b>
<b>T-Shirts (long sleeve, khaki, with collar)</b>	
Bulwark SET2	\$59.00
LAPCO	\$61.00
Carhartt 100235	\$71.00
Ariat 10022328	\$63.00
Wrangler FR161	\$83.00
<b>Henley Shirts (long sleeve, khaki, FR, &lt;8 oz., 8 cal rating)</b>	
Bulwark SEL2	\$74.00
LAPCO FRT-HJE	\$63.00
Carhartt 100237	\$74.00
Ariat 10022598	\$63.00
Wrangler FR3W8	\$68.50
<b>Button Down Shirts (long sleeve, khaki, FR, &lt; 8 oz., 8 cal rating)</b>	
Bulwark SLW2	\$65.00
LAPCOIXX7	\$61.50
Carhartt FRS003	\$71.00
Ariat 10012251	\$73.00
Wrangler FR3W5	\$73.00
<b>Denim Pants (FR, 8 cal rating)</b>	
Bulwark PEJ2DD	\$48.50
LAPCO P-INDMIO	\$51.00
Carhartt FRBIO0	\$63.50

<b>Ariat 10012555</b>	<b>\$71.25</b>
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<b>Wrangler FR3W0S0</b>	<b>\$52.25</b>
<b>Hooded Sweatshirts (FR, 8 cal rating)</b>	
<b>Bulwark (pullover) SEH8</b>	<b>\$157.29</b>
<b>LAPCO (pullover) SWHFR14NY</b>	<b>\$134.50</b>
<b>Carhartt (pullover) 102907</b>	<b>\$196.71</b>
<b>Ariat (pullover) 10023989</b>	<b>\$147.25</b>
<b>Wrangler (pullover) FRI 71</b>	<b>\$139.00</b>
<b>Bulwark (zippered) SEH4</b>	<b>\$162.50</b>
<b>LAPCO (zippered) SWHFR14ZNY</b>	<b>\$163.50</b>
<b>Carhartt (zippered) 102908</b>	<b>\$211.00</b>
<b>Ariat (zippered) 10023979</b>	<b>\$147.25</b>
<b>Tiger Workwear (zippered) HODCO-XXX-ZIPF-XXX</b>	<b>\$105.00</b>