

**FIRST AMENDMENT TO FRANCHISE AGREEMENT BETWEEN
THE CITY OF LEAGUE CITY AND AMERIWASTE**

§
§

This First Amendment (“Amendment”) is entered into between the City of League City (“City”) and AmeriWaste League City, Inc., a subsidiary of AmeriWaste, Inc. (“Contractor”) on the date set forth below.

RECITALS

WHEREAS, the City and Contractor entered into a Franchise Agreement (“Agreement”) on or about October 25, 2023, whereby Contractor agreed to provide solid waste and recycling collection services; and

WHEREAS, the City and Contractor wish to amend the Agreement so that Contractor will provide two (2) additional curbside household hazardous waste collection pickups per year and the compensation for this additional service will be increased accordingly in the solid waste fee schedule.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following terms:

TERMS:

1. The above-listed recitals are true and correct and hereby incorporated into this Amendment.
2. That Section 2 of the Agreement is hereby amended as follows:

**Section 2.
Scope of Services**

Contractor shall provide Solid Waste Services (as defined above) which includes the collecting, processing and/or disposing, at its own cost and expense, all Solid Waste (including Garbage, Refuse, Rubbish and Heavy Trash), Yard Waste, and Program Recyclable Materials collected from every Residential, Light Commercial, Commercial and Industrial Unit within the corporate limits of the City as the present and future boundaries exist as provided in this Agreement. Contractor shall provide a minimum of two (2) Household Hazardous Waste collection events per year in March and September at a location specified and provided by the City as well as ~~two (2)~~ four (4) curbside Household Hazardous Waste pickups per year (limited to televisions, electronics, microwaves, and appliances) based on call in requests from residents and with ~~two (2)~~ four (4) ~~scheduled in the Winter and two (2)~~ four (4) in the Summer with one (1) each in January, May, July, and November as agreed to by the City.

3. Except as expressly provided in this Amendment, all other terms, conditions, and provisions of the Agreement shall continue in full force and effect as provided therein.
4. This Amendment shall be effective May 1, 2024.

Executed on _____. *(date to be filled in by City Secretary)*

**AMERIWASTE LEAGUE CITY, INC.,
A SUBSIDIARY OF AMERIWASTE, INC. (“CONTRACTOR”)**

Jaclyn Hildreth, President

CITY OF LEAGUE CITY

John Baumgartner, City Manager

ATTEST:

APPROVED AS TO FORM:

Diana Stapp, City Secretary

Office of the City Attorney