

**FIRST AMENDMENT TO
RECYCLING SERVICES AGREEMENT
SINGLE STREAM BLENDED VALUE**

THIS FIRST AMENDMENT TO RECYCLING SERVICES AGREEMENT (the "**Amendment**") is entered into as of _____, 2023 (the "**First Amendment Date**"), by and between WM RECYCLE AMERICA, L.L.C. ("**WM**") and CITY OF GLENDALE ("**City**"). WM and City are referred to herein, individually, as a "**Party**" and jointly as the "**Parties**".

RECITALS

A. WM and City are parties to a Recycling Services Agreement dated December 13, 2022 (the "**Agreement**") and desire to amend the Agreement so that City may also deliver Single Stream Materials to Sky Harbor Transfer Station and San Tan Transfer Station;

B. WM and City also desire to exercise their right to extend the term of the Agreement pursuant to Section 1 of the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree to amend the Processing Agreement as follows:

1. **Extension of Term.** Pursuant to Section 1 of the Agreement, the parties are exercising their right to extend the term of the Agreement through December 13, 2024.

2. Effective as of the First Amendment Date, the delivery locations of the WM facilities identified in Section 5 of the Agreement is hereby replaced by the following:

SERVICE. City may deliver Single Stream Materials, at City's expense, to any of the following WM facilities: Northwest Regional MRF, located at 19401 W. Deer Valley Road, Surprise, AZ 85387; White Tank Transfer Station, located at 18605 West McDowell Road, Goodyear, AZ 85338; Deer Valley Transfer Station, located at 22200 N. 21st Avenue, Phoenix, AZ 85027; Sky Harbor Transfer Station, located at 2425 South 40th Street, Phoenix, AZ 85034; or San Tan Transfer Station, located at 4040 South 80th Street, Mesa, AZ 85208 (each a "**Facility**" and collectively the "**Facilities**").

3. **Conflict/Order of Precedence.** The Agreement and this First Amendment are intended to be complementary such that what is set forth in one document is as binding as if set forth in each document. However, in the event of a conflict, discrepancy, error, or inconsistency that cannot be reconciled this First Amendment shall prevail.

4. **Entire Agreement.** This First Amendment, together with the Agreement, constitutes the entire agreement between WM and City regarding the subject matter contained herein and supersedes an and all prior and/or contemporaneous oral or written negotiations, agreements or understandings.

5. **Headings.** The paragraph headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this First Amendment.


6. Ratification; Effect. Except as specifically amended hereby, all of the terms and conditions of the Agreement are and shall remain in full force and effect and are hereby ratified and confirmed. No provision of this First Amendment shall have any retroactive effect prior to the First Amendment Date.

7. Amendments. No amendment, modification, termination or waiver of any provision of this First Amendment shall be binding or effective unless in writing and duly executed by both WM and City.

8. Counterparts. This First Amendment may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto execute this First Amendment as of the date first set forth above. Each individual executing this First Amendment in a representative capacity for a party warrants the authority to do so and to bind principals.

WM RECYCLE AMERICA, LLC

By: 
Print: Mark Snedecor
Its: Director Recycling

CITY OF GLENDALE, ARIZONA

By: _____
Print: _____
Its: _____

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney