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C-8230-3  
11/24/2015

AMENDMENT NO. 3

PROFESSIONAL SERVICES AGREEMENT  
(City of Glendale Solicitation No. RFP 12-32, Contract No. C-8230)

This Amendment No. 3 ("Amendment") to the Professional Services Agreement for Electronics Recycling Services ("Agreement") is made this 24 day of November, 2015, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Westech Recyclers International Group, LLC, an Arizona limited liability company ("Contractor").

RECITALS

- A. City and Westech Recyclers International Group, LLC ("Contractor") previously entered into a Professional Services Agreement for Electronics Recycling Services, Contract No. C-8230 dated November 26, 2012 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning November 26, 2012 through November 25, 2013 and provided the option to extend for an additional four (4) years in one-year increments; and
- C. City and Contractor previously entered into Agreement Amendment No. 1, extending the term of the Agreement from November 26, 2013 through November 25, 2014; and
- D. City and Contractor previously entered into Agreement Amendment No. 2, extending the term of the Agreement from November 26, 2014 through November 25, 2015; and
- E. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from November 26, 2015 through November 25, 2016, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** The Scope of Work is unchanged.
4. **Compensation.** Contractor's compensation is amended as of the Effective Date of this Amendment and Exhibit B of the original Agreement is amended as set forth in Exhibit A-Amendment No. 3, attached hereto.
5. **Insurance Certificate.** Current certificate will expire on October 15, 2015 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

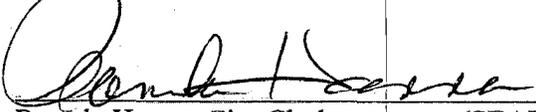
[Signatures on the following page.]

CITY OF GLENDALE, an Arizona  
municipal corporation



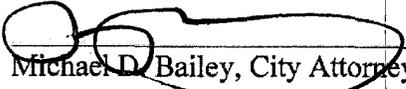
Richard A. Bowers, Acting City Manager

ATTEST:



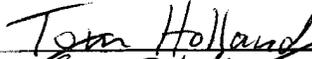
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Westech Recyclers International  
Group, LLC, an Arizona limited  
liability company  
Phone: 602-256-7626  
Tom Holland  
tomh@westechrecyclers.com



By: Tom Holland  
Its: Business Development Mgr.

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EXHIBIT A

METHOD AND AMOUNT OF COMPENSATION

Effective date, November 26, 2015, pricing as follows:

- The City will be compensated in the amount of **\$0.00 per pound** of electronic/computer waste.