

**AMENDMENT NO. 3 TO AGREEMENT  
FOR NON-EXCLUSIVE COLLECTION, TRANSPORTATION AND RECYCLING OR  
DISPOSAL OF NON-PUTRESCIBLE SOLID WASTE AND/OR CONSTRUCTION  
AND DEMOLITION DEBRIS IN THE CITY OF MILPITAS**

This Amendment is entered into this 4th day of June, 2013, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Jonna Corporation, a California corporation doing business as "Premier Recycle" (hereafter referred to as "COLLECTOR").

**RECITALS**

- A. WHEREAS, the parties entered into an agreement entitled "Agreement for the Non-Exclusive Collection, Transportation and Recycling or Disposal of Non-Putrescible Solid Waste, and/or Construction and Demolition Debris in the City of Milpitas" on August 7, 2007 ("Agreement"); and
- B. WHEREAS, the parties entered into an Amendment No. 1 to the Agreement on May 20, 2008 to add Section 5.5 "Verification" to the Agreement; and
- C. WHEREAS, the parties entered into Amendment No. 2 to the Agreement on August 3, 2010 to extend the term from August 6, 2010 to August 5, 2013; and
- D. WHEREAS, the parties desire to further amend the Agreement to extend the term and replace the contracting party to the Agreement from Premier Recycle to Jonna Corporation, a California corporation dba "Premier Recycle";

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to further amend the Agreement as follows:

- 1. Any reference to "Premier Recycle" in the Agreement and any amendments thereto shall be replaced with "Jonna Corporation, a California corporation dba "Premier Recycle". Jonna Corporation, a California corporation agrees to be responsible and liable for all terms, conditions, and obligations of the Agreement and any amendments thereto.
- 2. The term of the Agreement shall be extended for an additional three (3) years from August 6, 2013 to August 5, 2016.
- 3. The Collector agrees to continue and maintain and pay for all insurance policies as stated in Section 12 entitled "Insurance" and Section 13 entitled "Insurance: Worker's Compensation" of the Agreement. The Collector shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
- 4. All other provisions of the amended Agreement shall remain in full force and effect.

Premier Recycle Amendment #3

This Amendment is executed as of the date written on Page 1.

APPROVED BY:

CITY OF MILPITAS

COLLECTOR

\_\_\_\_\_  
Thomas C. Williams, City Manager

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Rocky Hill, President

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Jeff Moneda, Public Works Director/  
City Engineer

APPROVED AS TO FORM:

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Michael J. Ogaz, City Attorney