

**RENEWAL AND AMENDMENT NO. 1
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)
AND SHRED-IT USA, LLC
FOR
DOCUMENT SHREDDING SERVICES**

This **Renewal and Amendment No. 1** to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "COUNTY"), a political subdivision of the State of California, on behalf of **Natividad Medical Center**, an acute care hospital (hereinafter "NMC"), and **Shred-it USA, LLC** (hereinafter "CONTRACTOR"); (collectively, the COUNTY, NMC and CONTRACTOR are referred to as the "Parties") with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Shred-it USA, LLC had previously entered into an Agreement for Services (hereinafter "Agreement") on July 1, 2015 to provide document shredding services to NMC with a two and a half year term and a total Agreement amount not to exceed \$150,000; and

WHEREAS, the Agreement expired on December 31, 2017; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning January 1, 2018 and to extend the term for an additional three (3) year period through December 31, 2020 for a revised full Agreement term of July 1, 2015 through December 31, 2020 to allow for services to continue with revisions to the original scope of services attached hereto as "Exhibit A-1 as per Renewal and Amendment No. 1", and with an increase to the amount payable by \$150,000 for a revised total Agreement amount not to exceed \$300,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. **Section 2, "PAYMENTS BY NMC" shall be amended by removing:**

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$150,000."

and replacing it with:

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1 as per Renewal and Amendment No. 1 attached hereto this Renewal and Amendment No. 1, subject to the limitations set forth in this Agreement and in this RENEWAL AND AMENDMENT. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$300,000."

2. **The first sentence of Section 3.1 under "TERM OF AGREEMENT" shall be amended by removing:**
"The term of this Agreement is from July 1, 2015 through December 31, 2017 unless sooner terminated pursuant to the terms of this Agreement."
and replacing it with:
"The term of this Agreement is from July 1, 2015 through December 31, 2020 unless sooner terminated pursuant to the terms of this Agreement."
3. **Section 4, ADDITIONAL PROVISIONS/EXHIBITS" shall be amended by removing the following:**
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions"
and replacing it with:
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A-1: Revised Scope of Services/Payment Provisions as per Renewal and Amendment No. 1"
4. If there is any conflict or inconsistency between the provisions of the Agreement, or this RENEWAL AND AMENDMENT, the provisions of this RENEWAL AND AMENDMENT shall govern.
5. A copy of this Renewal and Amendment No. 1 shall be attached to the original Agreement.
6. This Renewal and Amendment No. 1 shall be effective retroactive to January 1, 2018.

IN WITNESS WHEREOF, the Parties hereby execute this RENEWAL AND AMENDMENT No. 1 on the basis set forth in this document and have executed this RENEWAL AND AMENDMENT No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Stacy Saetta
Monterey County Deputy County Counsel

Stacy Saetta
Name

Date: 12/20/17

APPROVED AS TO FISCAL PROVISIONS

By: Harvey Flourus
Monterey County Deputy Auditor-Controller

HARVEY FLOURUS
Name

Date: 12/20/17

CONTRACTOR

Shred-it USA, LLC

CONTRACTOR's Business Name

**Signature instructions below*

By: [Signature]
(Signature of: Chair, President, or Vice-President)

Charles A. Alutto

President

Date: 12/13/17

By: [Signature]
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Dan Ginnetti

Vice President
Name and Title

Date: 12/13/17

***Signature Instructions:**

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (2 signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (2 signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (1 signature required).

EXHIBIT A- 1

Revised Scope of Services as per Renewal and Amendment No. 1 to the Services Agreement between Shred-it USA, LLC and Natividad Medical Center

- I. Description of All Services to be Rendered by CONTRACTOR:**
Shred-it USA, LLC (hereinafter, "CONTRACTOR"), shall supply document shredding services for Natividad Medical Center (hereinafter, "NMC").
- II. CONTRACTOR Obligations:**
- a. CONTRACTOR shall supply locking containers (secure consoles and bins) and related equipment for the collection of NMC documents ("Materials") at the locations listed below. CONTRACTOR shall collect the Materials up to twice a week and destroy the Materials using a mechanical shredding device ("Document Destruction Process"). This schedule may be modified at any time upon request by NMC.
- i. **Natividad Medical Center at 1441 Constitution Blvd. Salinas, CA 93906**
The number of consoles at this location shall be established as follows:
- 80 - Standard Console
 - 30 - Executive/Junior Console
 - 1 - 2 Bagger
 - 2 - 65 Tote
- ii. **NMC Finance Office 1st Floor Suite 100 and NMC Business Office 2nd Floor Suite 250 at 1615 Bunker Hill Way Salinas, CA 93906**
The number of consoles at this location shall be established as follows:
- 4 - Standard Console
 - 0 - Executive/Junior Console
 - 1 - 2 Bagger
 - 0 - 65 Tote
- *The locations and amounts are subject to change upon request by NMC.*
- b. CONTRACTOR shall provide off-site media-purge services such as hard drive destruction (also "Materials") upon request by NMC.
- c. CONTRACTOR shall recycle or otherwise dispose of the Materials after destruction.
- d. CONTRACTOR shall provide a certificate of destruction following completion of the Document Destruction Process within 30 days.
- e. NMC has the right to inspect the Document Destruction Process at any time during the term of the Agreement.
- f. CONTRACTOR shall perform all Document Destruction and Media Destruction on only those premises which CONTRACTOR owns.
- g. Consoles and other equipment provided by CONTRACTOR to NMC are the sole property of CONTRACTOR.

III. NMC Obligations:

- a. NMC shall keep all CONTRACTOR's consoles/equipment in good working order except for normal wear and tear.
- b. NMC shall not file any lien nor allow to be filed any lien against CONTRACTOR's consoles/equipment.
- c. NMC shall not store any non-paper, plastic media (such as floppy disks, CDs, or computer storage media) in consoles/equipment without first obtaining CONTRACTOR's approval because destruction of such non-paper media requires a special schedule to complete.

IV. Pricing/Fees:

- a. NMC shall pay CONTRACTOR either the service fees stated below or be billed at GPO rates, whichever is less at the time services were rendered. In no event shall CONTRACTOR charge in excess of its service rates as stated herein this Agreement.
- b. CONTRACTOR's service fees are as follows:
 - i. On-site Document Destruction per service:
 - Executive/Junior Console (26 inch): \$5.00 per console
 - Standard Console (36 inch): \$5.00 per console
 - 2 Bagger (2 Bag Bin): \$10.00 per unit
 - 65 Tote (65 Gallon Tote): \$8.00 per tote
 - ii. On-site Purge Services: \$3.00 per box, minimum charge of \$100.00 (33 boxes) per service
 - iii. Off-site Media Destruction (plastic, non-paper): minimum charge of \$114.00 or the billing rate of \$6.90 per minute per service
 - iv. Off-site Hard Drive Destruction: \$8.00 per unit per service
 - v. Community/Employee Shredding Services (minimum of 4 hours with 2 hours free): \$200.00 per hour per service
- c. Any special services not included herein shall be acknowledged via an Amendment to this Agreement which is to be signed by both NMC and CONTRACTOR.
- d. Any rate increase CONTRACTOR wishes to impose shall not be binding unless agreed to by NMC and included in the Agreement via an Amendment signed by both NMC and CONTRACTOR.
- e. Upon termination of the Agreement, NMC shall pay all outstanding balances owed, and CONTRACTOR has the right to retrieve its consoles/equipment from NMC.

V. Issue Resolution:

NMC shall notify CONTRACTOR immediately and in writing of any service issues. NMC shall provide CONTRACTOR ten (10) business days to resolve the issues unless the next scheduled service date is longer than ten (10) business days out, in which case the timeframe for resolution shall be the next service date. Should CONTRACTOR be unable to remedy such issues within this timeframe and all other methods of remedy are exhausted, NMC shall have the right to cancel service without any monetary penalty at the affected location only.