

**RENEWAL AND AMENDMENT NO. 1
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
STERICYCLE, INC.
FOR
HAZARDOUS WASTE DISPOSAL 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 Stericycle, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties").

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Stericycle, Inc. previously entered into an Agreement for Services (hereinafter "Agreement") on July 1, 2016 to provide Hazardous Waste Disposal services to NMC with a three year term and a total Agreement amount not to exceed \$630,000; and

WHEREAS, the Agreement expired on June 30, 2019; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, retroactively on July 1, 2019 and to extend the term for an additional two (2) year period through June 30, 2021 for a revised full Agreement term of July 1, 2016 through June 30, 2021 to allow for services to continue with changes to the original scope of work and to increase the amount payable by \$450,000 for a total Agreement amount of \$1,080,000.

AGREEMENT

NOW THEREFORE, the Parties agree 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. "TERM OF AGREEMENT" Section shall be amended to the following: "The term of this Agreement is from July 1, 2016 through June 30, 2021 unless sooner terminated pursuant to the terms of this Agreement".
2. "PAYMENTS BY NMC" Section shall be amended to the following:
The total amount payable by NMC to CONTRACTOR shall not exceed the sum of \$1,080,000.
3. SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" Section shall be amended to the following:

Exhibit A-1: "Scope of Services/Payment Provisions, Section IV. Pricing/Fees a." shall be amended to Monthly Flat fee \$3,546.40 as per Renewal and amendment No. 1

Exhibit A-2: "Scope of Services/Payment Provisions, Section IV. Pricing/Fees a." shall be amended to Monthly Flat fee \$5,933.20 as per Renewal and amendment No. 1

Exhibit A-3: "Scope of Services/Payment Provisions, Section IV. Pricing/Fees a." shall be amended to Regulated Medical Waste \$0.27 and Trace Chemotherapy/Pathological Waste \$1.00 as per Renewal and Amendment No. 1

4. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 1, the provisions of this Renewal and Amendment No. 1 shall govern.
5. This Renewal and Amendment is effective retroactively on July 1, 2019.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 1 as follows:

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Stacy Sautter
Monterey County Deputy County Counsel

Date: 10/9/19

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Chief Deputy Auditor-Controller

Date: 10/10/19

CONTRACTOR

STERICYCLE, INC.

CONTRACTOR's Business Name
Signature instructions below

By: William J. M
(Signature of Chair, President, or Vice-President)

William J. Seward EVP & CCO
Name and Title

Date: 9/30/19

By: Janet H. Zelenka
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Janet Zelenka EVP+CFO
Name and Title

Date: 9/30/19

*****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)