
AMENDMENT #1

**AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF
MONTEREY & STERICYCLE, INC**

THIS AMENDMENT is made to the AGREEMENT for retrieval and proper disposal of medical waste for the Monterey County Sheriff/Coroner's Office, by and between STERICYCLE, INC., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into this Agreement on July 1, 2018 with a Not to Exceed amount of \$50,000.00 and a term date ending June 30, 2020; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT by extending the term of AGREEMENT by two (2) years 7/1/2020 to 6/30/2022.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3., "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from 7/01/2018 to 6/30/2020*" and replacing it with, "*The term of this Agreement is from 7/01/2018 to 6/30/2022.*"
2. EXHIBIT B – Requested Language Modification to Standard County Agreement is added and attached hereto per Amendment 1.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 1, 2018.

Stericycle, Inc.

Amount: \$50,000.00

Term: 07/01/2018 to 06/30/2022

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:

Burcu Mousa

Deputy Auditor/Controller

Dated:

5/8/2020 | 1:43 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Ilva Grant

Deputy County Counsel

Dated:

5/7/2020 | 9:18 AM PDT

Stericycle, Inc.

By:

Signature of Chair, President, or Vice-President

Joe Sagala Government Account Executive
Printed Name and Title

Dated:

4/7/2020

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Printed Name and Title

Dated:

County Board of Supervisors' Agreement Number: _____.

*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. 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. 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.

Stericycle, Inc.
Amount: \$50,000.00
Term: 07/01/2018 to 06/30/2022

EXHIBIT B

EXHIBIT B

Requested Language Modification to Standard County Agreement

CONTRACTOR requests the following language changes to the County's Standard Agreement. These changes have been discussed with CONTRACTOR, and CONTRACTOR is aware that these changes will require Board of Supervisors Approval.

Section 7.02

Remove:

"effective immediately upon written notice to CONTRACTOR"

Replace with:

"upon CONTRACTOR's failure to cure a defect within ten (10) days upon written notice"

New language with change:

The County may cancel and terminate this Agreement for good cause *upon CONTRACTOR'S failure to cure a defect within ten (10) days upon written notice*. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

Stericycle, Inc.

Amount: \$50,000.00

Term: 07/01/2018 to 06/30/2022