

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Shred-It USA AND
THE NATIVIDAD MEDICAL CENTER
FOR
Destruction of housewide confidential materials**

This Amendment No. 3 to Professional Services Agreement ("Agreement"), dated June 1, 2011 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Shred-it USA (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on June 1, 2012 via Amendment No. 1 and on June 1, 2013 via Amendment No. 2; and

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$40,000 to extend the term end date and to allow for existing services to continue.

AGREEMENT

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

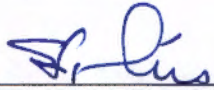
1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement No. (MYA73).
2. Section 1. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of "\$179,620."*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (MYA73) shall not exceed the total sum of \$219,620 for the full term of the Agreement*".
3. Section 2. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from June 1, 2011 to May 31, 2012 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is June 1, 2011 to June 30, 2015 unless sooner terminated pursuant to this Agreement*".
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1 and 2 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 3 and all previous amendments shall be attached to the original Agreement No. (MYA73).
6. The effective date of this Amendment is July, 1, 2014.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By:  _____
Harry Weis, NMC Chief Executive Officer

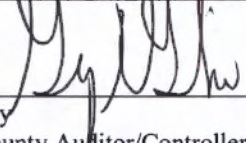
Date: 4/30/14

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Anne Brauer
Monterey County, Deputy County Counsel

Date: May 2, 2014

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 5-2-14

Contractor

Contractor's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Name and Title

Date: _____

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

Name and Title

Date: _____

*****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 (two 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 (two 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 (one signature required)

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By: _____
Harry Weis, NMC Chief Executive Officer

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Anne Brauer
Monterey County, Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: _____

Contractor

Shred-It
Contractor's Business Name*** (see instructions)

[Signature]
Signature of Chair, President, or Vice-President

Ken Habner GM
Name and Title

Date: 5-6-14

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

Ken Habner GM
Name and Title

Date: 5-6-14

***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 (two 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 (two signatures required).

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