

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN OLM RECYCLING SERVICES AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
E-WASTE AND MISCELLANEOUS WASTE REMOVAL**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on November 15, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and OLM Recycling Services ("CONTRACTOR"); From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for E-Waste and Miscellaneous Waste Removal Services with a term November 15, 2019 through November 14, 2020, and a total Agreement amount not to exceed \$50,000; and

WHEREAS, Parties amended the Agreement on October 2, 2020 via Amendment No. 1 to extend the term for an additional one (1) year period through November 14, 2021 and to add an additional \$50,000, thereby increasing the total Agreement amount to \$100,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 2 to extend it for an additional two (2) year period through November 14, 2023 to allow for services to continue with no changes to the scope of services or billing rates with a \$20,000 increase for a total Agreement amount of \$120,000.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
"COUNTY 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 COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$120,000."
2. Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from November 15, 2019 through November 14, 2023 unless sooner terminated pursuant to the terms of this Agreement."
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached to the Agreement.
5. This Amendment No. 2 shall be effective when signed by both Parties.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 10/5/2021

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 10-15-2021

CONTRACTOR

OLM Recycling Services

CONTRACTOR's Business Name

See instructions below

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

Name and Title

Date: 6/8/21

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).