

**RENEWAL AND AMENDMENT NO. 2  
TO SERVICES AGREEMENT  
BETWEEN STERICYCLE INC. AND  
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER  
FOR  
HAZARDOUS WASTE DISPOSAL**

This Renewal and Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on July 1, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Stericycle Inc. (“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 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 Parties renewed and amended the Agreement on the same or similar terms, retroactively on July 1, 2019 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, 2020 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; and

**WHEREAS**, the Agreement expired on June 30, 2021; and

**WHEREAS**, COUNTY and CONTRACTOR currently wish to renew the agreement, retroactive to July 1, 2021, and to amend the Agreement to extend the term of the Agreement through April 30, 2022 to allow for services to continue, and to allow a 4% increase on all fees billed under this Agreement, and to add \$125,000 to the Agreement amount for a revised total Agreement amount of \$1,205,000.

**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 Renewal and Amendment No 1 incorporated herein by this reference, except as specifically set forth below.

1. Section 3 / Paragraph titled, “PAYMENTS BY COUNTY” shall be amended to the following:  
**“The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$1,205,000.”**
2. The first sentence of Section 4 / Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:  
**“The term of this Agreement is from July 1, 2016 through April 30, 2022 unless sooner terminated pursuant to the terms of this Agreement.”**

3. The parties agree to a four percent (4%) increase to all billing rates stated in the Agreement and to the amended billing rates stated in Renewal & Amendment No. 1, effective retroactive to July 1, 2021.
4. 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 Renewal and Amendment No. 1
5. A copy of this Renewal and Amendment No. 2 shall be attached to the Agreement.
6. This Renewal and Amendment No. 2 shall be effective retroactively on July 1, 2021.

*The remainder of this page was intentionally left blank.*

*~ Signature page to follow ~*

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Renewal and 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: 11/02/2021

**APPROVED AS TO FISCAL PROVISIONS**

By:  \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

Date: 11/2/2021

**CONTRACTOR**

**Stericycle Inc.**  
\_\_\_\_\_  
**CONTRACTOR's Business Name**  
\*\*\*See instructions below\*\*\*

By: \_\_\_\_\_  
(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).