

**AMENDMENT NO. 6  
FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Full Steam Marketing & Design AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Advertising & Public Relations Services**

The parties to Professional Services Agreement ("Agreement"), dated July 1, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Full Steam Marketing & Design (Contractor), hereby agree to amend their Agreement (No. A-11720) on the following terms and conditions:

**WHEREAS**, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

**WHEREAS**, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension.

**WHEREAS**, the County and Contractor amended the Agreement previously on July 1, 2007 via Amendment No. 1, on July 1, 2008 via Amendment No. 2, on July 1, 2009 via Amendment No. 3 on July 1, 2010 via Amendment No. 4 and on July 1, 2011 via Amendment No. 5.

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. A-11720).
2. Section 2. "PAYMENTS BY COUNTY" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$400,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-11720) shall not exceed the total sum of \$785,000 for the full term of the Agreement*".
3. Section 3. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2005 to June 30, 2007 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2005 to June 30, 2013 unless sooner terminated pursuant to this Agreement.*"
4. All other terms and conditions of the Agreement shall continue in full force and effect. Except as provided herein, all remaining terms, conditions and provisions of the Agreement [and Amendment Nos. 1, 2, 3, 4, and 5 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 and all previous amendments shall be attached to the original Agreement (No. A11720).
6. The effective date of this Amendment is July 1, 2013.

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.

CONTRACTOR

Signature 1 Craig Kaufman

Dated 4-5-12

Printed Name Craig Kaufman

Title President

Signature 2 Craig Kaufman

Dated 4-5-12

Printed Name Craig Kaufman

Title Secretary

\*\*\*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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

NATIVIDAD MEDICAL CENTER

Signature \_\_\_\_\_  
Purchasing Manager

Dated \_\_\_\_\_

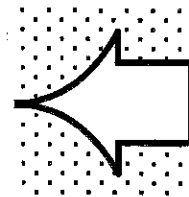
Signature Andrea Rosenbery  
NMC - CEO for Harry Weiss

Dated 4-10-12

Approved as to Legality and Legal Form:  
Charles J. McKee, County Counsel

By \_\_\_\_\_  
Stacy Saetta, Deputy  
Attorneys for County and NMC

Dated: \_\_\_\_\_, 2012



MONTEREY COUNTY BOARD OF SUPERVISORS

<b>MEETING:</b>	July 12, 2011	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #5 to the Agreement (#A-11720) with Full Steam Marketing & Design for Advertising and Public Relations Services at NMC in an amount not to exceed \$735,000 in the aggregate and \$30,000 for the period July 1, 2011 to June 30, 2012.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #5 to the Agreement (#A-11720) with Full Steam Marketing & Design for Advertising and Public Relations Services at NMC in an amount not to exceed \$735,000 in the aggregate and \$30,000 for the period July 1, 2011 to June 30, 2012.

**SUMMARY/DISCUSSION:**

Full Stream Marketing & Design is a local advertising, marketing, and design agency located in Salinas, California. With agreements with Full Stream Marketing & Design since 2005, NMC has engaged the agency in the development of communication materials, multimedia, and advertisements and provision of media services with the goal of broadening awareness about NMC. As NMC increases its community outreach in connection with growth goals and enhanced public relations activities, NMC desires to renew this Agreement for agency services. This Agreement is not exclusive as NMC has agreements with other firms for design and advertising services.

**OTHER AGENCY INVOLVEMENT:**

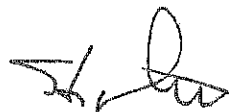
The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office, and the Natividad Medical Center Board of Trustees' Finance Committee.

**FINANCING:**

The cost for this Amendment is \$30,000 and is included in the Fiscal Year 2011/2012 Recommended Budget. This action will not require any additional General Fund subsidy.



Carol Adams 755-4175  
Assistant Administrator  
Planning & Institutional Development  
May 25, 2011  
Attachments: Agreement, Board Order  
Attachments are on file with the Clerk of the Board



Harry Weis  
Chief Executive Officer

Before the Board of Supervisors in and for the  
County of Monterey, State of California

**Agreement No. A-11720**

Authorize the Purchasing Manager for )  
Natividad Medical Center (NMC) to )  
execute Amendment No. 5 to the )  
Agreement No. A-11720 with Full Steam )  
Marketing & Design for Advertising and )  
Public Relations Services at NMC in an )  
amount not to exceed \$735,000 in the )  
aggregate and \$30,000 for the period July )  
1, 2011 to June 30, 2012..... )

Upon motion of Supervisor Calcagno, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 5 to the Agreement No. A-11720 with Full Steam Marketing & Design for Advertising and Public Relations Services at NMC in an amount not to exceed \$735,000 in the aggregate and \$30,000 for the period July 1, 2011 to June 30, 2012

PASSED AND ADOPTED on this 12<sup>th</sup> day of July, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on July 12, 2011.

Dated: July 13, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By   
Deputy

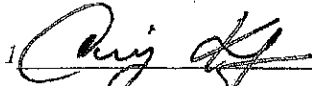
**RENEWAL AMENDMENT NO. 5  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Full Steam Marketing & Design AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Advertising and Public Relations SERVICES**

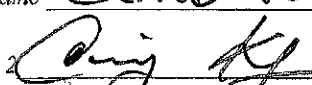
The parties to Professional Service Agreement, dated July 1, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Full Steam Marketing & Design (Contractor), hereby agree to renew their Agreement No. (A-11720) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-11720).
2. This Renewal Amendment shall become effective on July 1, 2011 and shall continue in full force and extending the term date until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (A-11720) shall not exceed the total sum of \$735,000 for the full term of the Agreement and \$30,000 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-11720).

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


**CONTRACTOR**

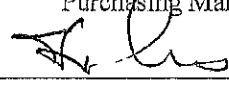
Signature 1  Dated 5-6-11  
 Printed Name CRAIG KAUFMAN Title PRESIDENT

Signature 2  Dated 5-6-11  
 Printed Name CRAIG KAUFMAN Title SECRETARY

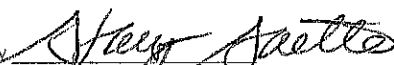
*\*\*\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set 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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

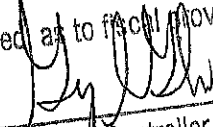
**NATIVIDAD MEDICAL CENTER**

Signature  Dated 6-29-11  
 Purchasing Manager

Signature  Dated 5/11/11  
 NMC - CEO

Approved as to Legal Form:  
Charles J. McKee, County Counsel

By   
Stacy Saeita, Deputy  
Attorneys for County and NMC

Reviewed as to fiscal provisions  
 5/28/11  
 Auditor-Controller  
 County of Monterey

Dated: 5/20, 2011

MONTEREY COUNTY BOARD OF SUPERVISORS

<b>MEETING:</b>	June 8, 2010	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors (outlined in the Board Order) at NMC in FY 2010-11.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

**RECOMMENDATION:**

It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors (outlined in the Board Order) at NMC in FY 2010-11.

**SUMMARY/DISCUSSION:**

At the end of each fiscal year Natividad Medical Center must renew expiring service contracts with various vendors in order to maintain a current purchase order. This ensures timely payment of invoices and avoids any disruption in services. Attachment A to this report is a list of current vendor service contracts requiring renewal for Fiscal Year 2010-2011. All of the contracts are Amendments to previous established contracts with no changes in the scope of service. NMC will do separate reports for all amended contracts that include a change to the scope of service.

**OTHER AGENCY INVOLVEMENT:**

The Amendments have been reviewed and approved by County Counsel County Counsel, the Auditor/Controller's office and by the Natividad Medical Center Board of Trustees.

**FINANCING:**

The cost of the Contract Amendments is \$813,500 and is included in the FY 2010-11 Recommended Budget. This action will not require any additional General Fund subsidy.

Prepared by:  
Sid Cato, Management Analyst  
April 29, 2010  
Attachments: Attachment A

\_\_\_\_\_  
Harry Weis  
Chief Executive Officer



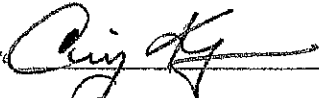
**RENEWAL AMENDMENT NO. 4  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Full Steam Marketing & Design AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Advertising and Public Relations SERVICES**

The parties to Professional Service Agreement, dated July 1, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Full Steam Marketing & Design (Contractor), hereby agree to renew their Agreement No. (BPO168) on the following amended terms and conditions:



1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (BPO168).
2. This Renewal Amendment shall become effective on July 1, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (BPO168) shall not exceed the total sum of \$705,000 for the full term of the Agreement and \$30,000 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (BPO168).

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

**CONTRACTOR**

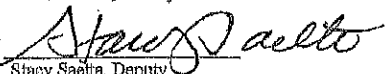
Signature  Dated 4-19-10  
 Printed Name Craig Kaufman Title Principal

**NATIVIDAD MEDICAL CENTER**


Signature  Dated 4/23/10  
 Purchasing Manager  
 Signature  Dated 4/23/10  
 NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By   
 Stacy Saetta, Deputy  
 Attorneys for County and NMC

Reviewed as to fiscal provisions Dated: 4/26, 2010

  
 Auditor-Controller  
 County of Monterey  
 4-26-10



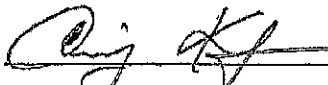
**RENEWAL AMENDMENT NO. 3  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Full Steam Marketing & Design AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Advertising and Public Relations SERVICES**

The parties to Professional Service Agreement, dated July 1, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Full Steam Marketing & Design (Contractor), hereby agree to renew their Agreement No. (B96094511) on the following amended terms and conditions:


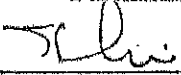
1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (B96094511).
2. This Renewal Amendment shall become effective on July 1, 2009 and shall continue in full force and extending the term date until June 30, 2010.
3. The total amount payable by County to Contractor under Agreement No. (B96094511) shall not exceed the total sum of \$675,000 for the full term of the Agreement and \$75,000 for fiscal year 2009-2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (B96094511).

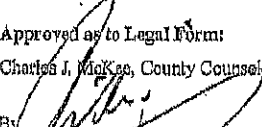
IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

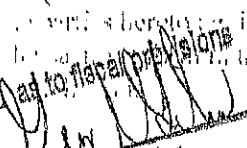
**CONTRACTOR**

Signature  Dated 5/21/09  
 Printed Name Craig Kaufman Title Principal

**NATIVIDAD MEDICAL CENTER**

Signature  Dated 6/10/09  
 Purchasing Manager  
 Signature  Dated 5/29/09  
 NMC - CEO

Approved as to Legal Form:  
 Charles J. McKee, County Counsel  
 By   
 William Litt, Deputy  
 Attorneys for County and NMC

Reviewed and approved to fiscal provisions  
  
 Auditor - Christopher  
 County of Monterey  
 Dated: 6/9, 2009  
 6-10-09

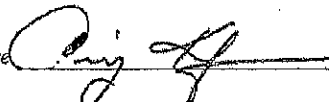
**RENEWAL AMENDMENT NO. 2**  
**FOR PROFESSIONAL SERVICE AGREEMENT**  
**BETWEEN Full Steam Marketing & Design AND**  
**THE COUNTY OF MONTEREY**  
**FOR**  
**Advertizing & Public Relations SERVICES**

The parties to Professional Service Agreement, dated July 1, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Full Steam Marketing & Design (Contractor), hereby agree to renew their Agreement No. (10077) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (10077).
2. This Renewal Amendment shall become effective on July 1, 2008 and shall continue in full force and extending the term date until June 30, 2009.
3. The total amount payable by County to Contractor under Agreement No. (10077) shall not exceed the total sum of \$600,000 for the full term of the Agreement and \$100,000 for fiscal year 2008-2009.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (10077).


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

**CONTRACTOR**

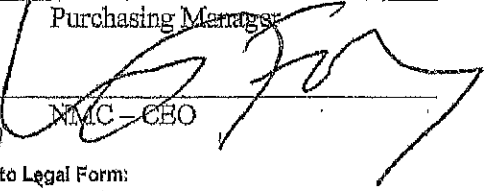
Signature   
Printed Name CRAG KAUFMAN

Dated 5-14-08  
Title PRESIDENT

**COUNTY OF MONTEREY**


Signature   
Purchasing Manager

Dated 7-15-08

Signature   
NMC - CEO

Dated JUN 12 2008

Approved as to Legal Form:  
Charles J. McKee, County Counsel

By   
William Litt, Deputy  
Attorneys for County and NMC

Dated: 6/4, 2008

(Original Agreement No. 10077)

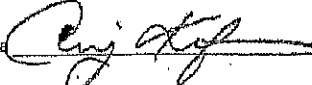
RENEWAL AMENDMENT NO. 1  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Full Steam Marketing and Design AND  
THE COUNTY OF MONTEREY  
FOR  
Advertising and Public Relations SERVICES

The parties to Professional Service Agreement, dated May 20, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Full Steam Marketing and Design (Contractor), hereby agree to renew their Agreement No. (10077) on the following amended terms and conditions:

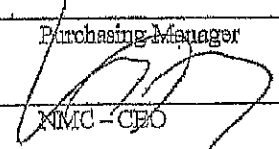
1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (10077)
2. This Renewal Amendment shall become effective on July 1, 2007 and shall continue in full force and extending the term date until June 30, 2008.
4. The total amount payable by County to Contractor under Agreement No. (10077) shall not exceed the total sum of \$500,000 for the full term of the Agreement, and \$100,000 for fiscal year 2007-2008.
5. All other terms and conditions of the Agreement shall continue in full force and effect.
6. A copy of this Amendment shall be attached to the original Agreement No. (10077)

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

CONTRACTOR

Signature  Dated 3-13-07  
 Printed Name CRAG KAUFMAN Title PRESIDENT

COUNTY OF MONTEREY

Signature \_\_\_\_\_ Dated \_\_\_\_\_  
 Purchasing Manager  
 Signature  Dated 3/24/07  
 NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By   
 W. Allen Bidwell, Deputy  
 Attorneys for County and NMC

Dated: 05-21- 2007

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES  
(MORE THAN \$25,000)

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Full Steam Marketing and Design (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: Provide Advertising and Public Relations services and materials

2. **PAYMENTS BY COUNTY.** 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 \$ 400,000.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2005 to June 30, 2007, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

*Insurance Justification*

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR

shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

#### 6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

#### 7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR, at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "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.

8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to, or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. CONTRACTOR's performance includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

#### 9. INSURANCE

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in

no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10. RECORDS AND CONFIDENTIALITY

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sexual preference, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall

ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Natividad Medical Center Attn: Brenda Thrasher	Full Steam Marketing and Design Attn: Craig Kaufmann
Name and Title	Name and Title
1441 Constitution Blvd. Salinas, CA 93906	60 West Market St. Salinas, CA 93906
Address	Address
831-755-4194 Fax: 831-755-4138	831-757-4164
Phone	Phone

15. **MISCELLANEOUS PROVISIONS**

15.01. **Conflict of Interest.** CONTRACTOR represents that it presently has no interest, and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.



15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature]  
Contracts/Purchasing Manager

Date: 3/18/05

By: [Signature]  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form W. Ake Schwilke

By: \_\_\_\_\_  
County Counsel

Date: March 18, 2005

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

Approved as to Liability Provisions

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

County Board of Supervisors Agreement Number: \_\_\_\_\_

Contractor's Business Name\*

By: \_\_\_\_\_  
(Signature of Chair, President, or Vice President)\*

Name and Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, 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. 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.

Exhibit A

Letter of Agreement

Natividad Medical Center

This Agreement is made by and between Natividad Medical Center ("Hospital") a general acute care teaching hospital wholly owned and operated by the County of Monterey, and Full Steam Marketing and Design, whereby professional services will be performed in accordance with the following terms and conditions.

1. Services by Agency. Agency undertakes to provide the following services:

a. Allocate time to thoroughly familiarize itself with Hospital's short and long-term objectives and philosophies, its products, services and markets as well as Hospital's marketing strategies and goals and its budget for marketing, advertising, and public relations services.

b. Recommend research projects if a need is determined; and implement the projects if mutually agreed upon.

c. Develop communications plans and budget estimates based upon Hospital's marketing objectives and strategies. Assist in developing marketing objectives and strategies if desired by Hospital.

d. In coordination with Hospital provide all creative, production, and media services to develop advertisements, commercials, media advertising plans, direct mail, brochures and other projects as required by the work plan and as agreed to by Hospital. Arrange photography, printing, etc. as needed or requested. Carry through production in all aspects to completion on schedule and within budget.

e. Provide continuous account service and consultation to ensure prompt completion of projects on schedule and within budget.

f. Arrange participation in marketing meetings if desired.

g. Develop and implement specialized areas of promotion as needed such as e.g. internal communications, telemarketing, web site design, direct response, sales and presentation incentive promotions.

Letter of Agreement—Natividad Medical Center 7/1/2005 to 6/30/2006

h. Coordinate all projects, ensuring adherence to standards, providing budget information and maintaining good relations with media representatives on Hospital's behalf. Bring to Hospital's attention any special media opportunities, which may arise.

i. Provide regular contact reports on all meeting decisions, regular financial and project status reports.

j. Agency agrees to devote its best efforts in Hospital's interest, and to endeavor in every way to make Hospital's materials successful. Hospital agrees to aid Agency in doing so by making available to Agency needed information pertaining to Hospital's business, and to cooperate with Agency in expediting the work plan and work in progress.

2. **Work Plan.** Hospital and Agency shall develop a mutually agreeable work plan for development of advertising and public relations, based on available funding for the fiscal year. At least quarterly, Hospital and Agency shall reconcile the work plan's estimated costs with available funding for the mutual benefit of both parties. The work plan shall be comprised of individual projects, which shall be approved by Hospital as to substance and as to cost prior to implementation. Agency agrees to estimate costs, including all agency fees, for each project.

3. **Agency Relationship.** Agency shall submit to Hospital for approval all marketing plans and campaigns; copy, layouts, artwork, storyboards and scripts; media schedules; cost estimates of these various items when required; and other specified projects. Agency will notify Hospital of all space and/or time ordered and amendments thereto. Agency will require Hospital's Authority before ordering production materials, making contacts with suppliers and making reservations or contracts for media space or time. Hospital shall designate in writing who within Hospital may sign approvals and authorizations. Within the scope of the current mutually agreed work plan, Hospital hereby authorizes Agency to act as its agent for the purchase of materials and services required to produce materials on Hospital's behalf as per signed and approved project estimates.

Hospital reserves the right, as it determines in its best interest, to modify, reject, cancel, or stop any and all plans, schedules, or work in progress, which has been approved by Hospital. In such event, Agency shall immediately take proper and necessary steps to carry out Hospital's instructions, provided such are within the Agency's third-party contractual obligations for the work in progress. Hospital agrees to assume Agency's liability for all commitments, and to reimburse Agency for any unrecoverable charges or expenses Agency may sustain derived from that particular Hospital authorization, and to pay Agency for the services performed.

4. **Placements of Advertisements for Print, Radio & TV Media.** Subject to the provisions of Section 1, Agency Services all media will be placed through Agency. Based on media plans approved by Hospital, Agency will make all media placements and

Letter of Agreement—Natividad Medical Center 7/1/2005 to 6/30/2006

Project time for creative and production services, public relations services and special projects such as research are provided on a flat rate per project basis with hourly charges for Hospital charges billed in addition.

Estimates shall be provided by Agency to Hospital for all projects. All materials and services to be purchased will be estimated in advance and approved by Hospital prior to commencement of the particular work or project. Projects will be billed upon completion. Agency will pay all individual media invoices and bill Hospital for the cost thereof.

9. Billing procedures. Agency shall check tear sheets of print advertisements before it approves payment to media.

Production billing is itemized by Agency in terms of creative services, talent costs, camera ready art, photography, printing, etc., and shall then be billed to Hospital by project. Agency will invoice Hospital upon completion/delivery of each project where a large project is required, which extends over a period longer than sixty (60) days; Agency will invoice Hospital on a progress-to-date basis for services and expenses incurred. Payment will be made to Agency net 30 days. Media costs shall be billed as placement, net 30 days.

~~10. Indemnification. The Agency agrees to defend, indemnify, and save harmless the County of Monterey from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation with Agency's performance of this Agreement.~~

~~The County of Monterey agrees to defend, indemnify, and save harmless the Agency from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages arising out of or connected with any negligent act and/or omission of the Hospital or County in connection with its performance of this Agreement.~~

11. Term and Termination of Agreement. This Agreement shall become effective on July 1, 2005 and shall continue in force for a period of one year unless terminated earlier by not less than thirty (30) days prior written notice, given by one party to the other. Termination of this Agreement may be without cause. Termination shall mean the cessation by both parties of all project work and media programs in accordance with the provisions of this Agreement, and within the accepted practices of the industry, except as the parties may otherwise mutually agree.

The rights, duties and responsibilities of the Agency shall continue in full force during the period of notice including the ordering, billing, and liabilities of advertising in media whose closing dates fall within such period, and Agency shall be entitled to compensation for any media services performed regardless of who places media.

Letter of Agreement—Natividad Medical Center 7/1/2005 to 6/30/2006

Upon termination of this Agreement, Agency will transfer and assign to Hospital, and make available to Hospital all property and material in Agency's possession or control belonging to and paid for by Hospital.

At termination, all unused plans and ideas prepared by Agency, or any materials not already completed shall remain Agency's property, regardless of whether or not the physical embodiment of the creative work is in Hospital's possession in the form of copy, artwork, plates, recordings, film, videotape, etc. except if such is an integral part of plans and ideas, which have already been billed in part and paid for by Hospital. Agency agrees not to market or sell to Hospital's direct competitors (SVMH, CHOMP) slogans, ideas or plans developed for Hospital by Agency, pursuant to the terms of this Agreement, during the term of the Agreement, and any renewal thereof, or for a period of not less than two (2) years after the effective date of any termination of this Agreement and any renewals thereof.

12. Examination of Records: It is mutually understood and agreed by the parties that Hospital may, at any time during the term of this Agreement, and upon reasonable notice, examine Agency's files and records pertaining to the handling of Hospital's marketing communications material.

13. Notices: Notices to parties in connection with the Agreement shall be given in writing, in person or by regular mail addressed as follows:

Agreement for Professional Services:

Agency:  
Craig Kaufman, President  
Full Steam Marketing & Design  
60 West Market Street, Suite 150  
Salinas, CA 93901

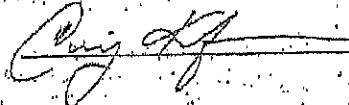
County:  
Chief Executive Officer  
Natividad Medical Center  
P.O. Box 81611  
Salinas, CA 93912-1611

Letter of Agreement - Natividad Medical Center 7/1/2005 to 6/30/2006

14. Construction. This Agreement shall be construed and governed in accordance with the laws and regulations within the State of California. It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. This Agreement may be amended at any time by subsequent written mutual agreement, duly executed by both parties.

Dated: July 1, 2005

Full Steam Marketing & Design  
Craig Kaufman, President



Dated: July 1, 2005

Natividad Medical Center  
Chief Executive Officer

**ACORD****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

04/03/2012

PRODUCER 831.624.1234 FAX 831.624.4605  
 Carmel Insurance Agency, Inc.  
 San Carlos 2 NW of 8th  
 P.O. Box 6117  
 Carmel, CA 93921-6117

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED FULL STEAM MARKETING INC  
 DBA: FULL STEAM MARKETING AND DESIGN  
 60 W MARKET ST  
 SALINAS, CA 93901-2655

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Amco

19100

INSURER B: CompWest Insurance Company

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	ACP7824335464	03/01/2012	03/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ACP7824335464	03/01/2012	03/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ INCLUDED BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	CA005005656-002	03/01/2012	03/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is named Additional Insured. \*10 day notice of cancellation for non payment.  
 Insurance provided hereunder is primary insurance to any insurance or self-insurance maintained by the Additional Insureds, and the insurance of the Additional Insureds shall no be called upon to contribute to a loss covered by the Named Insured.

## CERTIFICATE HOLDER

The County of Monterey, its Officers  
 Agents and Employees  
 1000 South Main Street  
 Suite 304  
 Salinas, CA 93901

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Matthew Little, CIC/LMR

*Matthew Little*



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – SERVICES PERFORMED ON  
PREMISES OF ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM**

**A. The following is added to Section II. WHO IS AN INSURED:**

The person or organization designated in the Schedule of this endorsement is also an insured, but only with respect to their liability for "bodily injury" or "property damage" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with acts or services normal and usual to your business described in the Declarations, performed by you or on your behalf for the person or organization designated

in the Schedule of this endorsement on premises owned, leased, maintained or used by such person or organization.

**B. ADDITIONAL EXCLUSION**

This insurance, including our duty to defend "suits", does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any active negligence of the person or organization designated in the Schedule of this endorsement.

**All terms and conditions of this policy apply unless modified by this endorsement.**

**SCHEDULE**

**Name of Person or Organization:**

The County Of Monterey, its Officers, Agents  
and Employees

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - SERVICES PERFORMED ON  
PREMISES OF ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

**SCHEDULE**

**Name of Person or Organization:**

The County of Monterey, its officers, agents, and employees.

**A. The following is added to Section II. WHO IS AN INSURED:**

The person or organization designated in the Schedule of this endorsement is also an insured, but only with respect to their liability for "bodily injury" or "property damage" arising out of acts or services normal and usual to your business described in the Declarations, performed by you or on your behalf for the person or organization designated in the Schedule of this endorsement on premises owned, leased, maintained or used by such person or organization.

**B. ADDITIONAL EXCLUSION**

This insurance, including our duty to defend "suits", does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any active negligence of the person or organization designated in the Schedule of this endorsement.

**All terms and conditions of this policy apply unless modified by this endorsement.**

D. With respect to the insurance provided to the person or organization shown in the Schedule of the Endorsement, **Condition 4. Other Insurance** is replaced by the following:

**4. Other Insurance**

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when it is excess as provided under part b., below. When this insurance is primary, we will not seek contribution from other insurance available to the person or organization shown in the Schedule of this endorsement.

**b. Excess Insurance**

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability

When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance available to the additional insured permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance available to the additional insured does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All terms and conditions of this policy apply unless modified by this endorsement.