

Monterey County Board of Supervisors

Board Order

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www.co.monterey.ca.us

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15966

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 with The Buzz PR, LLC for marketing and public relations services, with a \$100,000 increase for a revised total agreement amount not to exceed \$200,000 with no change to the Agreement term (November 1, 2020 through October 31, 2023) or the scope of work.
- b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$10,000) of the original cost of the agreement.

PASSED AND ADOPTED on this 26th day of July 2022, by roll call vote:

AYES:

Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES:

None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting July 26, 2022.

Dated: August 3, 2022 File ID: A 22-405

Agenda Item No.: 31

Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Emmanuel H. Santos, Deputy

AMENDMENT NO. 2 TO SERVICES AGREEMENT BETWEEN THE BUZZ PR, LLC AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR

MARKETING AND PUBLIC RELATIONS SERVICES

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on November 1, 2020 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and The Buzz PR, LLC ("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 Marketing and Public Relations Services with a term November 1, 2020 through October 31, 2021 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on July 15, 2021 to extend it for an additional two (2) year period through October 31, 2023 to allow for services to continue with no change to the total Agreement amount of \$100,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement with a \$100,000 increase for a total Agreement amount of \$200,000 with no change to the Agreement term (November 1, 2020 through October 31, 2023) or the scope of work.

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. Section 2 / 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 \$200,000."
- 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.
- 3. A copy of this Amendment No. 2 shall be attached to the Agreement.
- 4. This Amendment No. 2 shall be effective when signed by both parties.

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	CONTRACTOR
By:	The Buzz PR, LLC CONTRACTOR's Business Name ***See instructions below***
Date: 8 9 22	By: Mul More of: Chair, President, or Vice-President)
APPROVED AS TO LEGAL PROVISIONS	Marci Cain VP of Operations
By: Monterey County Deputy County Counsel	Date: 6/23/3022
Date: Chief Deputy County Counsel, 7/7/2022	Br. Lisa Park
APPROVED AS TO FISCAL PROVISIONS	Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer
By: Josy Nolasco Monterey County Deputy Auditor/Controller	Lisa Clark - Asst. Treasurer Name and Title
Date:	Date: 6/23/2022
and the state of t	***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).