

**AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN SCHIPPER DESIGN, LLC AND
NATIVIDAD MEDICAL CENTER
MARKETING AND DESIGN SERVICES PER RFP #9600-47**

This Amendment No. 4 to the Services Agreement (“Agreement”) which was effective on January 1, 2014 is entered into by and between the County of Monterey (hereinafter “County”), on behalf of Natividad Medical Center (hereinafter “NMC”), and Shipper Design, LLC, (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for CONTRACTOR to provide marketing and design services per RFP #9600-47 with a term January 1, 2014 through June 30, 2016 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2014 via Amendment No. 1 to add an additional \$200,000, thereby increasing the total agreement amount to \$300,000 with no change to the term; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on June 23, 2015 via Amendment No. 2 to add an additional \$200,000, thereby increasing the total agreement amount to \$500,000 with no change to the term; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on May 9, 2016 via Amendment No. 3 to extend the term for an additional one (1) year period through June 30, 2017, and to add an additional \$570,000 thereby increasing the total Agreement amount to \$1,070,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through June 30, 2018, and adding an additional \$300,000 for a total Agreement amount of \$1,370,000.

AGREEMENT

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

The Agreement is hereby amended on the terms and conditions as set forth in the Agreement, except as specifically set forth below.

1. Paragraph titled “PAYMENTS BY NMC” shall be amended to the following:
“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,370,000.”
2. Paragraph titled “TERM OF AGREEMENT”, first sentence shall be amended to the following:
“The term of this Agreement is from January 1, 2014 through June 30, 2018 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. 4 and shall continue in full force and effect.
4. A copy of this Amendment No. 4 shall be attached to the Original Agreement.

5. This Amendment No. 4 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: AB _____
Monterey County Deputy County Counsel

Date: April 6, 2017

APPROVED AS TO FISCAL PROVISIONS

By: [Signature] _____
Monterey County Deputy Auditor/Controller

Date: 4-6-17

CONTRACTOR

Schipper Design, LLC

CONTRACTOR's Business Name
See instructions below

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

KATHY SCHIPPER, OWNER

Name and Title

Date: 3/20/2017

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

KEN SCHIPPER, CFO

Name and Title

Date: 3/20/17

*****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).