

**RENEWAL & AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Full Steam Marketing & Design AND
THE NATIVIDAD MEDICAL CENTER
FOR
Advertising & Public Relations Services**

This Renewal & Amendment No. 7 to Professional Services Agreement ("Agreement"), dated July 5, 2005, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Full Steam Marketing & Design (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2007 via Renewal Amendment No. 1, on July 1, 2008 via Renewal Amendment No. 2, on July 1, 2009 via Renewal Amendment No. 3, on July 1, 2010 via Renewal Amendment No. 4, on July 1, 2011 via Renewal Amendment No. 5, and on July 1, 2013 via Amendment No. 6; and

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

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension and the amount payable for services rendered.

AGREEMENT

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

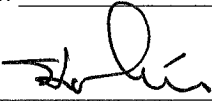
1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. MYA592).
2. Section 2, "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$400,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (MYA592) shall not exceed the total sum of \$810,000 for the full term of the Agreement*".
3. Section 2, "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 July 1, 2005 to December 31, 2013 unless sooner terminated pursuant to this Agreement*".
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4, 5, and 6 are unchanged and unaffected by this Renewal & Amendment No. 7 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Renewal & Amendment No. 7 and all previous amendments shall be attached to the original Agreement (No. MYA592).
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.

Natividad Medical Center

By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By:  _____
Harry Weis, NMC Chief Executive Officer

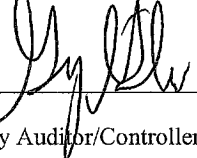
Date: 6/3/13

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Anne Brauer
Monterey County, Deputy County Counsel

Date: June 13, 2014

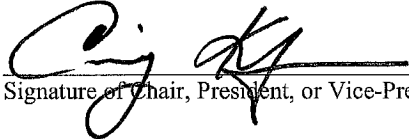
APPROVED AS TO FISCAL PROVISIONS

By:  _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 6/20/13

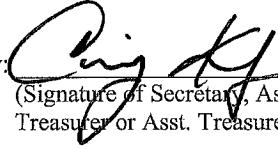
Contractor

Full Steam Marketing & Design
Contractor's Business Name*** (see instructions)

 _____
Signature of Chair, President, or Vice-President

Craig Kaufman, President
Name and Title

Date: 5/22/13

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

Craig Kaufman, Secretary
Name and Title

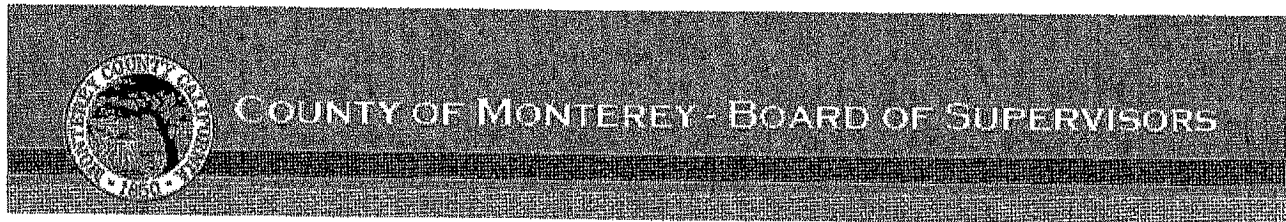
Date: 5/22/13

***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)



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File #:	A 12-077	Version: 1	Name:	Full Steam Amendment #6
Type:	BoS Agreement		Status:	Consent Agenda
File created:	5/9/2012		In control:	Board of Supervisors
On agenda:	6/12/2012		Final action:	
Title:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-11720) with Full Steam Marketing & Design for Advertising & Public Relations Services at NMC, extending the Agreement to June 30, 2013 and adding \$50,000 for a revised total Agreement amount not to exceed \$785,000 in the aggregate.			
Attachments:	Full Steam, Completed Board Order Item 49			

[History \(0\)](#)
[Text](#)

Title

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-11720) with Full Steam Marketing & Design for Advertising & Public Relations Services at NMC, extending the Agreement to June 30, 2013 and adding \$50,000 for a revised total Agreement amount not to exceed \$785,000 in the aggregate.

Body

RECOMMENDATION:

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-11720) with Full Steam Marketing & Design for Advertising & Public Relations Services at NMC, extending the Agreement to June 30, 2013 and adding \$50,000 for a revised total Agreement amount not to exceed \$785,000 in the aggregate.

SUMMARY/DISCUSSION:

Full Stream Marketing & Design is a local advertising, marketing, and design agency located in Salinas, California. 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:

County Counsel has reviewed and approved this Amendment as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

The cost for this Amendment is \$50,000 and is included in the Fiscal Year 2012/2013 Recommended Budget. There is no impact to the General Fund.

Prepared by: Carol Adams, Assistant Administrator,
Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Agreement, Amendments 1, 2, 3, 4, 5, and 6



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.6066

Board Order

Agreement No. A-11720

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board of Supervisors hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-11720) with Full Steam Marketing & Design for Advertising & Public Relations Services at NMC, extending the Agreement to June 30, 2013 and adding \$50,000 for a revised total Agreement amount not to exceed \$785,000 in the aggregate.

PASSED AND ADOPTED on this 12th day of June 2012, 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 76 for the meeting on June 12, 2012.

Dated: July 27, 2012
File Number: A 12-077

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

By Denise Hancock
Deputy

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.

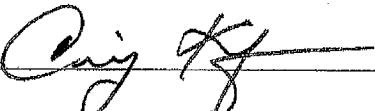
WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension.

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 
Printed Name Craig Kaufman

Dated 4-5-12
Title President

Signature 2 
Printed Name Craig Kaufman

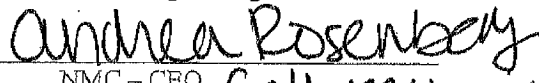
Dated 4-5-12
Title Secretary

***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 7-31-12

Signature 
NMC - CEO for Harry Wells

Dated 4-10-12

Approved as to Legality and Legal Form:

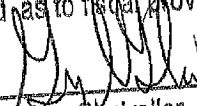
Charles J. McKee, County Counsel

By 

Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: 4/27, 2012

Reviewed as to fiscal provisions


Auditor-Controller
County of Monterey

4-27-12

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	July 12, 2011	AGENDA NO.:
SUBJECT:	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.	
DEPARTMENT:	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 Steam 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 12th 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 Christ A. Muel
Deputy

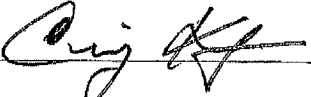
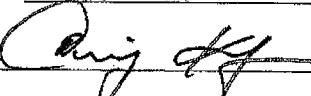
**RENEWAL AMENDMENT NO. 5
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Full Steam Marketing & Design AND
THE NATIVIDAD MEDICAL CENTER
FOR
Advertising and Public Relations SERVICES**

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).

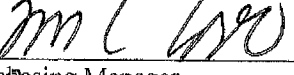

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

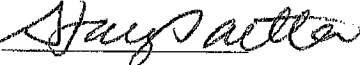
Signature 1  Dated 5-6-11
 Printed Name CRAIG KAUFMAN Title PRESIDENT
 Signature 2  Dated 5-6-11
 Printed Name CRAIG KAUFMAN Title SECRETARY


****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 6-26-11
 Purchasing Manager
 Signature  Dated 5/2/11
 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
 5-23-11
 Auditor-Controller
 County of Monterey
 Dated: 5/2 2011

BOARD REPORT AUTHORIZATION - ROUTING FORM

Agenda Date	June 8, 2010	Consent	Yes
Contact Person	Sid Cato	Scheduled	
Phone	4223	Noticed	
Department	NMC	Time needed	
Subject	It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the Contract Amendments with multiple vendors for various services at NMC.		

Yes	No	CHECK LIST
	<input checked="" type="checkbox"/>	4/5^{ths} Vote Required: Required to transfer appropriations from contingencies; cancel reserves; increase estimated revenues/appropriations; adopt interim (urgency) ordinances; and for other matters (seek direction from County Counsel).
<input checked="" type="checkbox"/>		Contract: CAO-Risk Management has reviewed and signed the contract.
<input checked="" type="checkbox"/>		Contract: County Counsel has reviewed and signed the contract.
<input checked="" type="checkbox"/>		Contract: Auditor-Controller has reviewed and signed the contract.
<input checked="" type="checkbox"/>		Budget Amendment: The item includes a budget amendment.

APPROVED BY:	Yes/No	By	Date	Comments
Dept. Finance Manager <i>MC</i>	<input checked="" type="checkbox"/>	<i>MC</i>	<i>5/7/10</i>	
County Counsel	Yes	<i>SC</i>	<i>5/7/10</i>	<i>If you are having approval done over time, at least a time, should B.R. reflect that? I don't know</i>
CAO Human Resources				
Information Technology				
Contracts/Purchasing Officer				
CAO Budget Analyst	<input checked="" type="checkbox"/>	<i>LB</i>	<i>6/1/10</i>	

REQUIRED REVIEWERS	CAO Budget Analyst	County Counsel	CAO HR	ITD	Contracts Purchasing Officer
Contracts over \$100k & Contracts under \$100k with changes	X				X
Budget adjustments	X				
Personnel actions	X		X		
Grant applications	X				
Non-standard computer projects	X			X	
Planning/land use (non-budget issues)		X			
Ordinances		X			
Resolutions declaring emergencies		X			
All other reports	X				

Questions:

Contact Clerk of the Board 755-5066 or consult the Board Report Guidelines

Revised 12/15/2008

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	June 8, 2010	AGENDA NO.:
SUBJECT:	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.	
DEPARTMENT:	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

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

**Agreement No: A - 11715; A - 11716; A - 10493; A - 11717; A - 11718; A - 11719;
A - 11720; A - 11721**

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 Fiscal Year (FY) 2010-11.)

Upon motion of Supervisor Parker, seconded by Supervisor Potter, and carried by those members present, effective July 1, 2010, the Board hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors at NMC in Fiscal Year 2010-11 with the following multiple vendors:

Vendor Name	Service	Amendment	Current Contract Term Dates	F/Y 11 AMOUNT
Mediscan Staffing Services (A-11715)	Temporary Staffing Services	#2	1-15-09 thru 6-30-11	\$10,000.00
Development Dimensions International Inc (DDI) (A-11716)	Leadership Development Services	#4	11-15-07 thru 6-30-11	\$25,000.00
Quest Diagnostics (A-10493)	Reference Lab Testing	#4	5-1-09 thru 6-30-11	\$335,000.00
Automatic Door Systems (A-11717)	Maintenance & Repairs of all Automatic Doors at NMC	#5	7-1-06 thru 6-30-11	\$25,000.00
Barrera Landscaping (A-11718)	Landscaping Services	#1	7-1-09 thru 6-30-11	\$87,000.00
Biomedical Systems (A-11719)	Cardiac Monitoring Services	#4	11-27-06 thru 6-30-11	\$21,500.00
Full Steam Marketing & Design (A-11720)	Advertising & Public Relations	#4	7-1-05 thru 6-30-11	\$30,000.00
PRI Medical Technologies Amendment #1 (A-11721)	Laser, Guided Imagery, Lithotripsy & Cryotherapy	#1	4-15-09 thru 6-30-11	\$80,000.00

PASSED AND ADOPTED this 15th day of June, 2010, by the following vote, to wit:

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

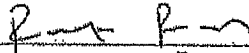
NOES: None

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 73 for the meeting on June 15, 2010.

Dated: June 17, 2010

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

By 
Deputy

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	June 8, 2010	AGENDA NO.:
SUBJECT:	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.	
DEPARTMENT:	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

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

**Agreement No: A - 11715; A - 11716; A - 10493; A - 11717; A - 11718; A - 11719;
A - 11720; A - 11721**

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 Fiscal Year (FY) 2010-11.)

Upon motion of Supervisor Parker, seconded by Supervisor Potter, and carried by those members present, effective July 1, 2010, the Board hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors at NMC in Fiscal Year 2010-11 with the following multiple vendors:

Vendor Name	Service	Amendment	Current Contract Term Dates	F/Y 11 AMOUNT
Mediscan Staffing Services (A-11715)	Temporary Staffing Services	#2	1-15-09 thru 6-30-11	\$10,000.00
Development Dimensions International Inc (DDI) (A-11716)	Leadership Development Services	#4	11-15-07 thru 6-30-11	\$25,000.00
Quest Diagnostics (A-10493)	Reference Lab Testing	#4	5-1-09 thru 6-30-11	\$535,000.00
Automatic Door Systems (A-11717)	Maintenance & Repairs of all Automatic Doors at NMC	#5	7-1-06 thru 6-30-11	\$25,000.00
Barrera Landscaping (A-11718)	Landscaping Services	#1	7-1-09 thru 6-30-11	\$87,000.00
Biomedical Systems (A-11719)	Cardiac Monitoring Services	#4	11-27-06 thru 6-30-11	\$21,500.00
Full Steam Marketing & Design (A-11720)	Advertising & Public Relations	#4	7-1-05 thru 6-30-11	\$30,000.00
PRI Medical Technologies Amendment #1 (A-11721)	Laser, Guided Imagery, Lithotripsy & Cryotherapy	#1	4-15-09 thru 6-30-11	\$80,000.00

PASSED AND ADOPTED this 15th day of June, 2010, by the following vote, to wit:

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

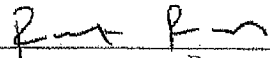
NOES: None

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 June 15, 2010.

Dated: June 17, 2010

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

By 
Deputy

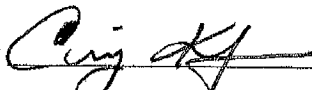
**RENEWAL AMENDMENT NO. 4
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Full Steam Marketing & Design AND
THE NATIVIDAD MEDICAL CENTER
FOR
Advertising and Public Relations SERVICES**

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:


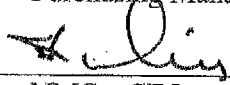
1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (BPO168).
2. This Renewal Amendment shall become effective on July 1, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by 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

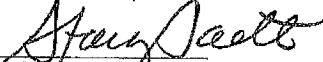
Signature  Dated 4-19-10
 Printed Name Craig Kaufman Title Principal

NATIVIDAD MEDICAL CENTER

Signature  Dated 4/27/10
 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: 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:


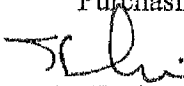
1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (B96094511).
2. This Renewal Amendment shall become effective on July 1, 2009 and shall continue in full force and extending the term date until June 30, 2010.
3. The total amount payable 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).

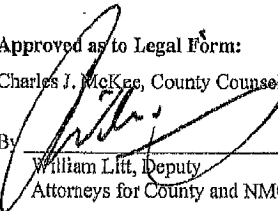
IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

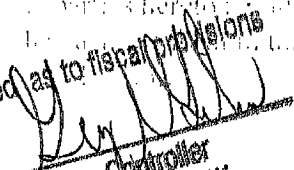
CONTRACTOR

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 as to fiscal provisions

 Auditor-Controller
 County of Monterey
 Dated: 6/9 2009
 6-10-09

Vendor Name	Service	Current Contract Term Dates	# MOs.	Current Accumulative Contract Amt.	FY 09 AMOUNT	FY 10 AMOUNT	DOLLAR VARIANCE	% VARIANCE	COMMENTS
3M	Coding Software License Agreement	1-26-98 thru 8-8-10	150	NA	\$95,000.00	\$95,000.00	\$0.00	0.0%	
3M	Transcription Software License Agreement	8-6-07 thru 8-5-10	36	\$138,300.00	\$58,000.00	\$58,000.00	\$0.00	0.0%	
Avrocaro RX Solutions	Internal Management Services	1-21-08 thru 6-30-10	30	\$600,000.00	\$400,000.00	\$200,000.00	-\$200,000.00	-50.0%	
Allen Radner MD	Internal Medicine & Infectious Disease Services	6-1-06 thru 6-30-10	49	\$347,000.00	\$87,000.00	\$87,000.00	\$0.00	0.0%	
Anthony Galicia MD Inc	Rehab and Occ Med Services	3-1-04 thru 6-30-10	64	\$1,002,200.00	\$170,000.00	\$175,000.00	\$5,000.00	2.9%	
Armanasso Public Relations Inc	Media Training/Relations & Strategic Counsel Services	11-1-08 thru 6-30-10	20	\$155,000.00	\$65,000.00	\$90,000.00	\$25,000.00	38.5%	Added time to original Agreement
Arthur A Schwartz MD	General Surgical Services	9-11-07 thru 6-30-10	34	\$309,000.00	\$120,000.00	\$89,000.00	-\$31,000.00	-25.8%	
Aureus Radiology LLC	Auxiliary Registry Services	11-9-05 thru 6-30-10	56	\$1,348,800.00	\$375,400.00	\$200,000.00	-\$175,400.00	-13.0%	
Automatic Door Systems Inc	Maintenance & Repair	7-1-06 thru 6-30-10	36	\$120,000.00	\$25,000.00	\$25,000.00	\$0.00	0.0%	
Beacon Partners CRM Services	Pics CRM System Implementation	1-1-09 thru 1-31-10	18	\$165,600.00	\$165,600.00	\$165,600.00	\$0.00	0.0%	
Calif St-Health Services Dep/VNBS Accounting	Newborn Screening Tests	State fee paid yearly no contract	NA	\$742,000.00	\$282,051.00	\$210,000.00	-\$72,051.00	-25.5%	
California Emergency Physicians Community Hospital of the Monterey Peninsula	ER Physician Services Histology Processing & Referral Lab Testing Services	11-1-05 thru 6-30-11	80	\$5,054,000.00	\$950,000.00	\$1,074,000.00	\$124,000.00	13.1%	Increased services in 2010 and 2011
Coyote Creek Consulting	Consulting Services	9-17-07 thru 6-30-10	34	\$137,000.00	\$43,500.00	\$30,000.00	\$6,500.00	14.9%	Expected increase in utilization
Credit Consulting Services	Bad Debt Collection Services	7-1-08 thru 6-30-10	24	\$96,000.00	\$216,000.00	\$120,000.00	-\$96,000.00	-44.4%	Added Services
Danny Tan DDS	Dental Services	8-1-07 thru 6-30-10	35	\$2,700,000.00	\$980,550.00	\$700,000.00	-\$280,550.00	-24.8%	
Development Dimensions International Incl Leadership Development Services	Psychiatric Services	6-3-08 thru 6-30-10	25	\$130,000.00	\$65,000.00	\$65,000.00	\$0.00	0.00%	
Don Gutroy MD	Orthopedic Services	11-15-07 thru 6-30-10	20	\$125,000.00	\$50,000.00	\$25,000.00	-\$25,000.00	-50.00%	
Don T Williams MD	Orthopedic Services	2-1-08 thru 6-30-10	17	\$107,500.00	\$47,500.00	\$47,500.00	\$0.00	0.00%	
Donald Pompan MD	Orthopedic Services	3-1-04 thru 6-30-10	63	\$293,100.00	\$84,000.00	\$65,100.00	-\$18,900.00	-22.50%	
First Alarm	Maintenance & Repair of Alarm, Fire, Closed-Circuit TV Systems	5-31-09 thru 5-31-10	12	NA	NA	\$120,000.00	\$0.00	0.00%	
Full Steam Marketing	Marketing & PR Services	County Master Agreement	NA	\$120,000.00	\$60,000.00	\$60,000.00	\$0.00	0.00%	
Healthport Technologies LLC	On-Site Management & Operation Services in Medical Records	7-1-05 thru 6-30-10	60	\$673,000.00	\$100,000.00	\$75,000.00	-\$25,000.00	-25.00%	
HFS Consultants	Med Record Scanning, Coding Abstracting and OSHPD Correction	7-1-09 thru 6-30-10	12	\$200,000.00	\$200,000.00	\$200,000.00	\$0.00	0.00%	New Agreement
Jennifer D'Arville	Speech Therapy Services	7-1-05 thru 6-30-10	60	\$3,020,000.00	\$604,000.00	\$604,000.00	\$0.00	0.00%	
Joel Weinstein, MD	General Surgical Services	7-1-06 thru 6-30-10	48	\$456,000.00	\$141,500.00	\$175,000.00	\$25,000.00	17.67%	Increased services in 2009
John Schatz, MD	Cardiology Services	7-1-06 thru 6-30-10	48	\$976,672.00	\$287,672.00	\$264,000.00	-\$23,672.00	-8.23%	
Johnson Controls	Engineering Repair & Maintenance Internal Medicine & Hospitalist Services	3-1-06 thru 6-30-10	39	\$767,000.00	\$220,000.00	\$220,000.00	\$0.00	0.00%	
Jose Felix Huerta-Ibarra	Vascular Surgery Services	7-1-06 thru 6-30-10	48	\$690,531.00	\$173,000.00	\$173,000.00	\$0.00	0.00%	
Juan Calzetta, MD	Orthopedic Services	7-1-06 thru 6-30-10	48	\$568,400.00	\$158,000.00	\$158,000.00	\$0.00	0.00%	
Kamath Ishizue MD	Medical & Skilled Nursing Services	5-31-09 thru 5-31-10	12	NA	NA	\$120,000.00	\$0.00	0.00%	
Maxim Healthcare Services	Medical & Skilled Nursing Services	3-1-08 thru 6-30-10	16	\$300,000.00	\$125,000.00	\$100,000.00	-\$25,000.00	-20.00%	
Medical Information Technology	Medical Support Services	7-19-04 thru 6-30-10	62	\$638,530.00	\$230,530.00	\$150,000.00	-\$80,530.00	-34.93%	
Metro Republic	Bad Debt Collection Services	8-1-07 thru 6-30-10	35	\$2,700,000.00	\$1,000,000.00	\$700,000.00	-\$300,000.00	-30.00%	


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

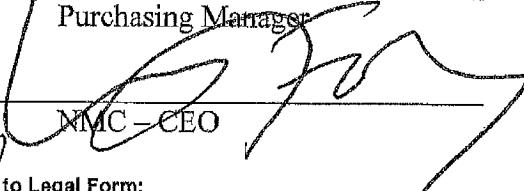
Signature 
Printed Name CRAIG KAUFMAN

Dated 5-14-08
Title PRESIDENT

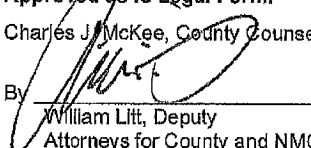
COUNTY OF MONTEREY

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)

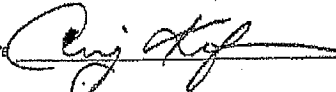
RENEWAL AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Full Steam Marketing and Design AND
THE COUNTY OF MONTEREY
FOR
Advertising and Public Relations SERVICES

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:

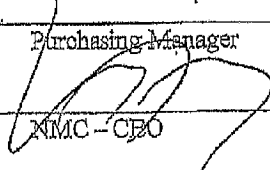
1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (10077)
2. This Renewal Amendment shall become effective on July 1, 2007 and shall continue in full force and extending the term date until June 30, 2008.
4. The total amount payable by County 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)

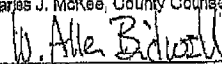
IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

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

COUNTY OF MONTEREY

Signature _____ Dated _____
Purchasing Manager
Signature  Dated 5/24/07
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). *not required*

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: [Signature]

By: [Signature]
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form
By: W. Alke Bidwell
County Counsel

Date: March 18, 2005

Approved as to Fiscal Provisions
By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions¹
By: _____
Risk Management

Date: _____

County Board of Supervisors' Agreement Number: _____

By: _____
Contractor's Business Name*

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

Date: _____
Name and Title

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

Date: _____
Name and Title

*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.

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

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 changes 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.

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

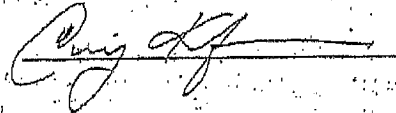
County:
Chief Executive Officer
Natividad Medical Center
P.O. Box 81611
Salinas, CA 93912-1611

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 23, 2005

Full Steam Marketing & Design
Craig Kaufman, President



Dated: July 23, 2005

Natividad Medical Center
Chief Executive Officer

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

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

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Amico	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 INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY	ACP7834335464	03/01/2013	03/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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	ACP7834335464	03/01/2013	03/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS *INCLUDED IN EACH OCCURRENCE LIMIT OF INS.*				
<input checked="" type="checkbox"/> NON-OWNED AUTOS *INCLUDED IN EACH OCCURRENCE LIMIT OF INS.*					
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CA005005656-003	03/01/2013	03/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				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	CANCELLATION
The County of Monterey, its Officers Agents and Employees 1000 South Main Street Suite 304 Salinas, CA 93901	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/SG <i>Matthew Little</i>

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

Policy # ACP7824335464

BUSINESSOWNERS
PE 60 04 08 03

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.

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Full Steam Marketing, Inc.	
Business name, if different from above Full Steam Marketing & Design	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 60 W. Market St Suite 150	Requester's name and address (optional)
City, state, and ZIP code Salinas, Ca 93901	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
77	0303667

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Marilyn K. Brewer</i>	Date ▶ <i>3/29/11</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

YEAR

20

Withholding Exemption Certificate

CALIFORNIA FORM

590

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent.
(Please type or print)

Withholding agent's name

Vendor/Payee's name

Vendor/Payee's Social security number
 SOS, no. California corp. no. FEIN

Note:
Failure to furnish your identification number will make this certificate void.

Full Steam Marketing & Design

77-0303667

Vendor/Payee's address (number and street)

APT. no.

Private Mailbox no.

Vendor/Payee's daytime telephone no.

60 W. Market St.

150

(831) 757-4164

City

State

ZIP Code

Salinas

CA

93901

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

Individuals - Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

Partnerships:

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

Limited Liability Companies (LLC):

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Irrevocable Trusts:

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

Estates - Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print)

Craig Kaufman, Principal

Vendor/Payee's signature

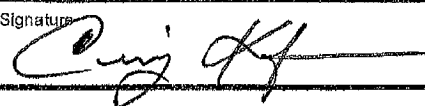
Date

3-25-11

VENDOR DATA RECORD

(Required in lieu of IRS W-9 when doing business with the County of Monterey)



<p>1</p> <p>RETURN TO:</p>	<p>COUNTY OF MONTEREY Contracts/Purchasing 168 W. Alisal Street 3rd Floor Salinas, CA 93901</p> <p>Phone: (831) 755-4990 Fax: (831) 755-4969</p>	<p>PURPOSE: Information contained in this form will be used by County to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments.</p> <p>See Privacy Statement and Residency Information on reverse side.</p>	
<p>2</p> <p>VENDOR ACTIVITY</p>	<p>CHECK THE BOX WHICH DESCRIBES YOUR PRIMARY BUSINESS</p> <p><input type="checkbox"/> EQUIPMENT & SUPPLIES <input checked="" type="checkbox"/> SERVICES - NON-MEDICAL <input type="checkbox"/> SERVICES - MEDICAL <input type="checkbox"/> RENT/LEASES</p> <p><input type="checkbox"/> ATTORNEY FEES <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> PRIZES & AWARDS <input type="checkbox"/> OTHER _____</p>		
<p>3</p> <p>NAME AND ADDRESS</p>	<p>VENDOR'S LEGAL NAME (as shown on your Income tax return)</p> <p>Full Steam Marketing, Inc</p>	<p>PHONE NUMBER</p> <p>(831) 757-4164</p>	<p>FAX NUMBER</p> <p>(831) 757-7574</p>
	<p>BUSINESS NAME / DBA (if different from line 1)</p> <p>Full Steam Marketing & Design</p>	<p>E-MAIL ADDRESS</p> <p>Craig@fullsteam.com</p>	
	<p>MAILING ADDRESS</p> <p>60 W. Market Street</p>	<p>REMIT-TO ADDRESS</p>	
	<p>CITY, STATE, ZIP CODE</p> <p>Salinas, CA 93901</p>	<p>REMIT-TO CITY, STATE, ZIP CODE</p>	
<p>4</p> <p>VENDOR ENTITY TYPE</p> <p>CHECK ONE BOX ONLY</p>	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <u>77-0303667</u></p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> ESTATE OR TRUST</p> <p><input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC)</p> <p><input checked="" type="checkbox"/> C CORPORATION</p> <p><input type="checkbox"/> S CORPORATION</p> <p>CORPORATION</p> <p><input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="checkbox"/> LEGAL (e.g., attorney services)</p> <p><input type="checkbox"/> EXEMPT (nonprofit)</p> <p><input checked="" type="checkbox"/> ALL OTHERS</p>		<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>
	<p>ENTER SOCIAL SECURITY NUMBER (SSN): _____</p> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR</p> <p><input type="checkbox"/> PREVIOUS COUNTY EMPLOYEE</p> <p><input type="checkbox"/> OTHER (SSN required by authority of California Revenue and Tax Code Section 18646)</p>		
<p>5</p> <p>VENDOR RESIDENCY STATUS FOR TAX PURPOSES</p>	<p><input checked="" type="checkbox"/> California Resident - Qualified to do business in CA or have a permanent place of business in CA.</p> <p><input type="checkbox"/> California Nonresident (see reverse side) - Payments to CA nonresidents may be subject to state taxes.</p> <p><input type="checkbox"/> Waiver of state tax withholding from California Franchise Tax Board attached.</p> <p><input type="checkbox"/> All services for payments issued are performed OUTSIDE of California.</p>		
<p>6</p> <p>CERTIFYING SIGNATURE</p>	<p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County.</p> <p>Authorized Representative's Name (Type or Print): <u>CRAIG KAUFMAN</u> Title: <u>President</u></p> <p>Signature:  Date: <u>4-5-12</u> Telephone: <u>(831) 757-4164</u></p>		