

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN WALTZ CREATIVE LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
MARKETING AND GRAPHIC DESIGN SERVICES**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on August 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC") and Waltz Creative LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Parties entered into an Agreement for Marketing and Graphic Design Services pursuant to RFP #9600-79 with a three (3) year term ending July 30, 2021, with the option to extend for two (2) additional one (1) year periods, in which the Monterey County Board of Supervisors approved a total aggregate amount not to exceed \$975,000 for all Agreements awarded per RFP #9600-79 for Marketing and Graphic Design Services; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on June 15, 2021 via Amendment No. 1 to extend the term through July 31, 2022 to allow for services to continue with no changes to the original scope of work or billing rates with an increase of \$200,000 for a total aggregate amount of \$1,175,000 for all Agreements awarded per RFP #9600-79; and

WHEREAS, CONTRACTOR legally changed the business name to Waltz Creative LLC and:

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through July 31, 2023 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-2 per Amendment No. 2" with a \$250,000 for a total aggregate amount of ~~\$1,425,000~~ for all Agreements awarded per RFP #9600-79.

1,425,000.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. Section 4.1 under "TERM OF AGREEMENT" shall be amended by removing:
"The initial term shall commence August 1, 2018 through and including July 31, 2022, with the option to extend the AGREEMENT one (1) additional one (1) year period. COUNTY is not required to state a reason if it elects not to renew this AGREEMENT."

And replacing with:

"The initial term shall commence August 1, 2018 through and including July 31, 2023 year period. COUNTY is not required to state a reason if it elects not to renew this AGREEMENT."

2. Paragraph titled "COMPENSATION AND PAYMENTS" shall be amended to include:
"5.7. The aggregate total amount payable by COUNTY under all Agreements awarded per RFP 9600-79 for Marketing and Graphic Design services is not to exceed the sum of \$1,625,000."

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
5. This Amendment No. 2 shall be effective August 1, 2022.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: [Signature]
Charles R. Harris, CEO

Date: 6/16/22

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: 6/16/2022

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 6/16/2022

CONTRACTOR

Waltz Creative LLC

CONTRACTOR's Business Name

See instructions below

By: [Signature]
(Signature of: Chair, President, or Vice-President)
Elizabeth Welch,
Managing Partner
Name and Title

Date: 5/31/2022

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

PARTNER KATHY SCHIPPER
Name and Title

Date: 5/31/2022

*****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).