

**AMENDMENT No.2
TO SERVICES AGREEMENT
BETWEEN Schipper Design., AND
NATIVIDAD MEDICAL CENTER
FOR
Marketing & Graphic Design Services**

This Amendment No. 2 to the Services Agreement ("Agreement"), dated January 1, 2014 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and **Schipper Design.**, (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Parties entered into an Agreement for an (18) eighteen month term ending June 30, 2016 for Marketing & Graphic Design Services per RFP #9600-47 with a total Agreement amount not to exceed \$100,000; and

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

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to allow for services to continue with a \$200,000 increase for a total Agreement amount of \$500,000 with no change to the term.

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 Original Agreement and in Amendment No 1, and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. Section 2, "PAYMENTS BY NMC" shall be amended to the following; *"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT-A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$500,000. "*
2. 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.
3. A copy of this Amendment No. 2 shall be attached to the Original Agreement.

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.

Natividad Medical Center

By: _____
Gary Gray, D.O, Interim Chief Executive Officer

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Stacy Swetto
Monterey County Deputy County Counsel

Date: 6/9/15

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 6-9-15

CONTRACTOR

SCHIPPER DESIGN
CONTRACTOR's Business Name*** (see instructions)

[Signature]
Signature of Chair, President, or Vice-President

KATHY SCHIPPER, OWNER
Name and Title

Date: MAY 15, 2015

By: H. Kenneth Schipper Jr.
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

H. Kenneth Schipper Jr.
Name and Title

Date: 5/15/15

***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)