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File #:	A 15-203	Name:	Schipper Design LLC (Marketing & Graphic Design)
Type:	BoS Agreement	Status:	Consent Agenda
File created:	6/10/2015	In control:	Board of Supervisors
On agenda:	6/23/2015	Final action:	

**Title:** Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No.2 to the Agreement (A-12739) with (MYA1104) with Schipper Design LLC for marketing & graphic design services at NMC pursuant to the terms of Request for Proposal (RFP #9600-47), adding \$200,000 for a revised total Agreement amount not to exceed \$500,000 in the aggregate and no change to the term.

**Attachments:** [1. Board Report](#), [2. Amendment No.2.pdf](#), [3. Amendment No.1.pdf](#), [4. Schipper Design LLC \(Marketing Graphic\) Original Agreement.pdf](#), [5. Spend Sheet.pdf](#), [6. Completed Board Order](#)

[History \(0\)](#)  
[Board Report](#)

**Title**

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No.2 to the Agreement (A-12739) with (MYA1104) with Schipper Design LLC for marketing & graphic design services at NMC pursuant to the terms of Request for Proposal (RFP #9600-47), adding \$200,000 for a revised total Agreement amount not to exceed \$500,000 in the aggregate and no change to the term.

**Report**

RECOMMENDATION:

**It is recommended the Board of Supervisors:**

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No.2 to the Agreement (A-12739) with (MYA1104) with Schipper Design LLC for marketing & graphic design services at NMC pursuant to the terms of Request for Proposal (RFP #9600-47), adding \$200,000 for a revised total Agreement amount not to exceed \$500,000 in the aggregate.

SUMMARY/DISCUSSION:

Schipper Design is a multiple award-winning, local graphic and web design firm that brings a diverse wealth of experience and skills to design services for NMC. Schipper Design has worked with NMC in developing marketing plans, establishing a brand identity, and graphic design and production of marketing collateral and support materials, including logos, brochures, web sites, newsletters, presentations, and advertisements.

Following RFP #9600-47, the Board of Supervisors approved a two-year agreement starting January 1, 2014 with Schipper with a maximum liability of \$100,000. Effective July 1, 2014 the Board approved a first amendment, adding \$200,000. This second amendment would add an additional \$200,000 effective July 1, 2015.

During Calendar Year 2014, Highlights of Schipper Design projects included

- Trauma Center promotional activities including development of brand identity, brochures, newsletters, print advertisement campaign, and opening event
- Patient communications and marketing materials for acute rehabilitation, bariatric surgery, radiology, and women and children's services
- Patient portal development
- Language access services information
- National Hospital, Nurses, Volunteers Week and Doctor's Day celebrations

- Employee recognition activities
- Farmer's market
- Social media development and maintenance
- Website maintenance

During the first half of 2015, Schipper Design projects included:

- Rollout of trauma print advertising campaign;
- Development of trauma advertising campaign for TV and radio;
- Website development for trauma, bariatric surgery, acute rehabilitation, and women's and children's services
- Patient admissions materials and wellness pac development
- Natividad Medical Group promotional materials
- Community outreach booth and banners
- Employee recognition activities
- Family Medicine Residency Program marketing
- Farmer's market promotion
- Website and social media maintenance

Priority projects for the second half of 2015 will include the continued marketing of trauma services in print, TV, radio and social media. Other priority projects include increased marketing of targeted clinical services, website refreshment, and broadened social media presence. This continued work for an additional \$200,000 will assist NMC in increasing awareness of NMC services.

#### **OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this Amendment No. 2 as to legal form and risk provisions, Auditor-Controller has reviewed and approved as to payment provisions. The Amendment No.2 has also been reviewed and approved by NMC's Finance Committee on 5-28-15 and by its Board of Trustees on 6-5-15

#### **FINANCING:**

The cost for this Amendment No. 2 is \$200,000 of which \$200,000 is included in the Fiscal Year 2015-16 recommended budget. There is no impact to the General Fund.

Prepared by: Carol Adams, Assistant Administrator Planning & Institutional Dev., 783-2556

Approved by: Gary Gray, DO, Interim Chief Executive Officer, 783-2124

#### Attachments:

Amendment No.2

Amendment No. 1

Original Agreement with Schipper Design LLC

Spend Sheet

Attachments on file with the Clerk to the Boards Office



# Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Order

### Agreement No.: A-12739

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

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No.2 to the Agreement (A-12739) with (MYA1104) with Schipper Design LLC for marketing & graphic design services at NMC pursuant to the terms of Request for Proposal (RFP #9600-47), adding \$200,000 for a revised total Agreement amount not to exceed \$500,000 in the aggregate and no change to the term.

PASSED AND ADOPTED on this 23rd day of June 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, 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 78 for the meeting on June 23, 2015.

Dated: July 1, 2015  
File ID: A 15-203

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

By Denise Hancock  
Deputy

**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: [Signature]  
Gary Gray, D.O., Interim Chief Executive Officer

Date: 6/27/15

**APPROVED AS TO LEGAL PROVISIONS**

By: [Signature]  
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: 5/15/2015

By: [Signature]  
(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)