

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN SCHIPPER DESIGN, LLC AND
NATIVIDAD MEDICAL CENTER
FOR
MARKETING AND DESIGN SERVICES PER RFP #9600-47**

This Amendment No. 3 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, LLC., (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

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

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

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

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend the term for an additional one (1) year period through June 30, 2017 with the option to extend for one additional one (1) year period, and to add \$570,000 for a revised total agreement amount not to exceed \$1,070,000.

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 Original Agreement and in Amendment No 1 and in 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 \$1,070,000. "***
2. Section 3.1 under "TERM OF AGREEMENT" shall be amended to the following; ***"The term of this Agreement is January 1, 2014 through June 30, 2017 unless sooner terminated pursuant to this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement."***
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1 and in Amendment No. 2.
4. A copy of this Amendment No. 3 shall be attached to the Original Agreement.
5. The effective date of this Amendment No. 3 is when it is signed by both CONTRACTOR and NMC.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Signature page to follow

Natividad Medical Center

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____
4/11/2016

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____
4/11/16

CONTRACTOR

Schipper Design, LLC

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

Signature of Chair, President, or Vice-President

OWNER

Name and Title

Date: 4/5/2016

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

CFO

Name and Title

Date: 4/5/16

*****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)