



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-12739

Upon motion of Supervisor Salinas, 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) or his designee to execute Amendment No. 3 to the Agreement (A-12739) with Schipper Design, LLC. for Marketing and Design Services at NMC, extending the Agreement for one (1) year with the option to extend for one additional one (1) year period remaining as per the provisions within RFP 9600-47, for a revised full term of January 1, 2014 through June 30, 2017 and adding \$570,000 for a revised total Agreement amount not to exceed \$1,070,000.

PASSED AND ADOPTED on this 3rd day of May 2016, 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 79 for the meeting on May 3, 2016.

Dated: May 4, 2016
File ID: A 19-085

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

By Denise Hancock
Deputy

**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: [Signature]
Gary R. Gray, DO, CEO

Date: 5/9/16

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: 4/11, 2016

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 4/11/16

CONTRACTOR

Schipper Design, LLC

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

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

OWNER
Name and Title

Date: 4/5/2016

By: [Signature]
(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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)