

**AMENDMENT NO. 2  
TO SERVICES AGREEMENT  
BETWEEN EBSCO INDUSTRIES, INC. AND  
NATIVIDAD MEDICAL CENTER  
FOR  
ONLINE DATABASE AND JOURNAL SUBSCRIPTIONS**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on January 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “Licensee”), and EBSCO Industries, Inc. (hereinafter “EBSCO”); (collectively, the County, Licensee and EBSCO are referred to as the “Parties”), with respect to the following:

**RECITALS**

**WHEREAS**, the Agreement was executed for EBSCO Industries, Inc. with a term January 1, 2019 through December 31, 2019 and a total Agreement amount not to exceed \$99,600; and

**WHEREAS**, Licensee and EBSCO amended the Agreement via Amendment No. 1 to extend the term for an additional three (3) year period through December 31, 2022 for a revised full Agreement term of January 1, 2019 through December 31, 2022 with no additional services added to the scope and to add an additional \$348,553, thereby increasing the total Agreement amount to \$448,153; and

**WHEREAS**, COUNTY and CONTRACTOR currently wish to amend the Agreement to allow for services to continue with a \$125,000 increase for a total Agreement amount of \$573,153.

**AGREEMENT**

**NOW, THEREFORE**, Natividad and EBSCO agree that the Agreement terms and conditions shall be amended as follows:

1. Section III, PRICE AND PAYMENT, PAYMENTS BY LICENSEE to the Agreement is hereby amended and restated to read in part as follows:  
***“PAYMENTS BY LICENSEE: Licensee shall pay EBSCO in accordance with the payment provisions set forth herein subject to the limitations set forth in this Agreement. EBSCO shall provide services and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit A-1. The total amount payable by Licensee to EBSCO under this Agreement shall not exceed the sum of \$573,153.”***
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 Agreement.
4. This Amendment No. 2 shall be effective when signed by both parties.

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: \_\_\_\_\_  
Charles R. Harris, CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By: Stacy Lee Setta  
Monterey County Deputy County Counsel  
Chief Deputy County Counsel

Date: 4/11/2022

**APPROVED AS TO FISCAL PROVISIONS**

By: Joey Nolasco  
Monterey County Deputy Auditor/Controller

Date: 4/12/2022

**CONTRACTOR**

EBSCO Industries  
\_\_\_\_\_  
**CONTRACTOR's Business Name**  
\*\*\*See instructions below\*\*\*

By: \_\_\_\_\_  
(Signature of: Chair, President, or Vice-President)

C PATRICK VICE PRESIDENT  
\_\_\_\_\_  
Name and Title

Date: April 8, 2022

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

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

**\*\*\*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).

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: \_\_\_\_\_  
Charles R. Harris, CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy County Counsel

Date: \_\_\_\_\_

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

Date: \_\_\_\_\_

**CONTRACTOR**

EBSCO Industries  
\_\_\_\_\_  
**CONTRACTOR's Business Name**  
\*\*\*See instructions below\*\*\*

By: \_\_\_\_\_  
(Signature of: Chair, President, or Vice-President)

C PATRICK VICE PRESIDENT  
Name and Title

Date: April 8, 2022

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

Parker Livermore  
Senior Vice President, Sales  
Name and Title

Date: April 12, 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).