



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

Agreement No.: A-14584; Amendment No. 2

a. Authorize the Chief Executive Officer for NMC or his designee to execute amendment No. 2 to the agreement with EBSCO Industries, Inc. (EBSCO) for online database and journal subscriptions, with no change to the scope of work or the agreement term of January 1, 2019 through December 31, 2022, and adding \$125,000 for a revised total agreement amount not to exceed \$573,153.

b. Authorize the Chief Executive Officer for NMC or his designee to execute up to two (2) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$9,600) of the original cost of the agreement.

PASSED AND ADOPTED on this 17th day of May 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting May 17, 2022.

Dated: May 20, 2022

File ID: A 22-181

Agenda Item No.: 27

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

**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: 
for Charles R. Harris, CEO

Date: 5-21-22

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel
Chief Deputy County Counsel

Date: 4/11/2022


APPROVED AS TO FISCAL PROVISIONS

By: 
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).