

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
SANTA BARBARA COTTAGE HOSPITAL
for
MADDY EMERGENCY MEDICAL SERVICES FUND DISTRIBUTIONS

FIRST AMENDMENT
Effective January 1, 2019

THIS IS THE FIRST AMENDMENT (hereafter referred to as First Amendment) to the Agreement for Maddy Emergency Medical Services Fund Distributions (hereafter Agreement), by and between the County of Santa Barbara (COUNTY) and Santa Barbara Cottage Hospital (hereafter HOSPITAL).

WHEREAS, the Agreement is effective through December 31, 2018; and

WHEREAS, the parties desire to amend the Agreement to provide for automatic extension of the term; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement, approved by the County of Santa Barbara.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

2. **Amendments.**

Section 2 is deleted and replaced in its entirety with:

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service as follows:

To COUNTY: Nicholas Clay
 Director, EMS Agency
 300 N. San Antonio Road
 Santa Barbara, CA 93110

To HOSPITAL: Steven A. Fellows, Executive Vice-President
 Santa Barbara Cottage Hospital
 400 West Pueblo Street
 Santa Barbara, CA 93105

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

Section 4 is deleted and replaced in its entirety with:

4. TERM. HOSPITAL shall commence performance on January 1, 2017 and end performance upon completion, but no later than December 31, 2018 unless otherwise directed by COUNTY or unless earlier terminated. This Agreement will be automatically renewed for four (4) succeeding terms of two (2) years each unless, at least 30 calendar days before expiration of any term, either party gives notice to the other of its intention not to renew this Agreement.

3. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
4. **Ratifications.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed, shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

First Amendment to Agreement for Maddy EMS Fund Distributions between the **County of Santa Barbara** and **Santa Barbara Cottage Hospital**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective January 1, 2019.

COUNTY OF SANTA BARBARA

STEVE LAVAGNINO

Chair, Board of Supervisors

Date: _____

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED
VAN DO-REYNOSO, MPH, PhD
DIRECTOR
PUBLIC HEALTH DEPARTMENT

By: _____
Director

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Risk Manager

APPROVED:
NICHOLAS CLAY
DIRECTOR, EMS AGENCY

By: _____
Director

First Amendment to Agreement for Maddy EMS Fund Distributions between the **County of Santa Barbara** and **Santa Barbara Cottage Hospital**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective January 1, 2019.

HOSPITAL

By: _____

Steven A. Fellows
Executive Vice-President
Santa Barbara Cottage Hospital

Date: _____