

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

SECOND AMENDMENT
Effective January 1, 2024

THIS IS THE SECOND AMENDMENT (hereafter Second 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, as amended, is effective through December 31, 2026; and

WHEREAS, the parties desire to amend the Agreement to update the notices section, to amend the term, and to amend the total amount to add \$123,000; and

WHEREAS, this Second 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 Second Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.** The parties agree to amend the Agreement as follows:

Agreement, Section 2 "NOTICES" is deleted and replaced in its entirety with:

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: Lisa Moore, 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.

Agreement, Section 4 "TERM" is deleted and replaced in its entirety with:

HOSPITAL commenced performance on January 1, 2017 and will end performance upon completion, but no later than January 1, 2027 unless otherwise directed by COUNTY or earlier terminated.

Agreement, EXHIBIT B, "PAYMENT" Section A is deleted and replaced in its entirety with:

For HOSPITAL services to be rendered under this Agreement, HOSPITAL shall be paid up to a total Agreement amount, including cost reimbursements, not to exceed \$413,000.

3. **Counterparts.** This Second 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 Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and First Amendment. The terms and provisions of the Agreement and First Amendment, except as expressly modified and superseded by this Second 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.

[This area intentionally left blank. Signatures on following pages.]

Second 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 Second Amendment to be effective January 1, 2024.

COUNTY OF SANTA BARBARA


Chair, Board of Supervisors

Date: 6-25-24

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

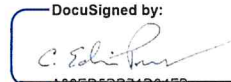
By: 
Deputy Clerk

APPROVED AS TO FORM:
RACHEL VAN MULLEN
COUNTY COUNSEL

DocuSigned by:

By: _____
Deputy County Counsel

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

DocuSigned by:

By: _____
Deputy

APPROVED
MOUHANAD HAMMAMI, MD,
DIRECTOR
PUBLIC HEALTH DEPARTMENT

DocuSigned by:

By: _____
Director

APPROVED AS TO FORM:
GREG MILLIGAN, RISK
MANAGER

DocuSigned by:

By: _____
Risk Manager

APPROVED:
NICHOLAS CLAY
DIRECTOR, EMS AGENCY

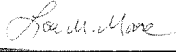
DocuSigned by:

By: _____
Director

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HOSPITAL

DocuSigned by:

By: _____
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Lisa Moore
Executive Vice-President
Santa Barbara Cottage Hospital

Date: 6/10/2024