

**JOINT REQUEST FOR CONSENT TO ASSIGNMENT
OF AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

This Joint Request for Consent to Assignment ("Assignment Agreement") is brought by California Shock/Trauma Air Rescue and CALSTAR Air Medical Services LLC for the consent of the County of Santa Barbara, authorizing assignment of the Agreement for Services of Independent Contractor, as amended ("Current Services Agreement"), by and between the County of Santa Barbara ("County") and California Shock/Trauma Air Rescue (Contractor, "Assignor"), to CALSTAR Air Medical Services LLC (Contractor, "Assignee"), for the continued provision of air medical ambulance services.

RECITALS

WHEREAS, on December 4, 2012, the County entered into an Agreement for Services of Independent Contractor for the provisions of air ambulance.

WHEREAS, the Current Services Agreement may be extended through June 30, 2017.

WHEREAS, pursuant to the terms of the Current Services Agreement as set forth in the Attachment 1, the Assignor may assign the Agreement only upon the written consent of the County.

WHEREAS, on or about July 31, 2016, Assignor entered an agreement to transfer all assets and operations of its ambulance air services, including all existing service agreements, to CALSTAR Air Medical Services LLC on or about September 1, 2016 with closing of the transaction.

WHEREAS, CALSTAR Air Medical Services LLC represents that it is specially trained, skilled, experienced, and competent to perform the special services required by the County according to the terms, covenants, and conditions set forth in the Current Services Agreement, and the County wishes to approve the assignment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, including the foregoing Recitals which by this reference are incorporated herein, the parties hereby agree as follows:

1. ASSIGNMENT

Assignor California Shock/Trauma Air Rescue with an address at 4933 Bailey Loop, McClellan, California, 95652 hereby conveys, assigns, and transfers to Assignee CALSTAR Air Medical Services LLC with an address at 4933 Bailey Loop McClellan, CA 95652, all of Assignor's rights, title and interest in and to the Current Services Agreement, effective September 1, 2016 ("Effective Date") between Assignor and the County of Santa Barbara, for the provision of Narcotic Treatment Programs;

CALSTAR Air Medical Services LLC hereby assumes all rights, burdens and obligations imposed by the Current Services Agreement, and agrees to furnish the services under the terms of the Current Services Agreement at the rates specified therein, and to perform all other obligations set forth in the Current Services Agreement, as of the Effective Date.

2. CONSENT OF THE COUNTY

The County hereby consents to the assignment of Assignor's right, title and interest under the Current Services Agreement to Assignee, and the assumption by Assignee of any and all liabilities and obligations of Assignor under the Current Services Agreement upon the Effective Date. As of the Effective Date, the County also undertakes to perform the Current Services Agreement and to be bound by its terms in every way as if Assignee were a party to the Current Services Agreement in lieu

of Assignor. The Current Services Agreement shall remain in full force and effect, except as modified by this Assignment Agreement.

3. **RELEASE AND DISCHARGE**

The Assignor and the Assignee agree that the County is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the assignment of the Current Services Agreement, other than those that the County in the absence of this Assignment Agreement would have been obligated to pay or reimburse under the terms of the Current Services Agreement.

4. **ASSIGNOR**

Assignor hereby represents and warrants that Assignor (i) has full power and authority to assign the Current Services Agreement to Assignee, (ii) has not previously transferred or conveyed its interest in the Current Services Agreement to any person or entity collaterally or otherwise, and (iii) has full power and authority to enter into the Assignment Agreement.

Except as expressly provided in this Assignment Agreement, nothing in it shall be construed as a waiver of any rights of the County against the Assignor.

5. **ASSIGNEE**

Assignee hereby represents and warrants that Assignee has full power and authority to enter into the Assignment Agreement.

The Assignee agrees to be bound by and to perform the Current Services Agreement in accordance with the conditions contained in the Current Services Agreement. The Assignee also assumes all obligations and liabilities of, and all claims against, the Assignor under the Current Services Agreement as if the Assignee were the original party to the Current Services Agreement.

Following the effective date of this Agreement, the term "Contractor," as used in the Agreement, shall refer to the Assignee.

6. **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: John Eaglesham, EMS Agency Director
Emergency Medical Services Agency
300 N. San Antonio Rd, Bldg. 1
Santa Barbara, CA 93110-1316
805-681-5274

To CONTRACTOR: Sean Russell, President
CALSTAR Air Medical Services LLC
4933 Bailey Loop
McClellan, CA 95652
(916) 921-4072

With Copy to: General Counsel
1001 Boardwalk Springs Place, Suite 250
O'Fallon, MO 63368
(636) 695-5335

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.

Joint Request for Consent to Assignment by California Shock/Trauma Air Rescue and CALSTAR Air Medical Services LLC assigning the Current Agreement for Services of Independent Contractor between the County of Santa Barbara and California Shock/Trauma Air Rescue to CALSTAR Air Medical Services LLC.

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement to be effective on the dates set forth herein.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Takashi Wada, MD, MPH
Director / Deputy Health Officer

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

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ASSIGNOR:

CALIFORNIA SHOCK/TRAUMA AIR RESCUE

By: _____
Authorized Representative

Name: _____

Title: _____

ASSIGNEE:

CALSTAR AIR MEDICAL SERVICES LLC

By: _____
Authorized Representative

Name: _____

Title: _____