

## ATTACHMENT A

### AMENDMENT NO. ONE TO AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, UCLA CENTER FOR PREHOSPITAL CARE PARAMEDIC EDUCATION PROGRAM FOR PARAMEDIC INTERNSHIPS AT NEWPORT BEACH FIRE

THIS AMENDMENT NO. ONE TO THE AGREEMENT ("Amendment No. One") is made and entered into as of this 29th day of September, 2024 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, CENTER FOR PREHOSPITAL CARE PARAMEDIC EDUCATION PROGRAM ("University"), whose address is 10990 Wilshire Blvd., Suite 1450, Los Angeles, CA 90024, and is made with reference to the following:

#### RECITALS

- A. On October 1, 2019, City and University entered into an Agreement ("Agreement") for program trainees to obtain clinical experience at City's facilities ("Project").
- B. The parties desire to enter into this Amendment No. One to extend the term of the Agreement to September 30, 2029, to update insurance requirements contained in Exhibit B, to update Section 8.1 of the Agreement, and to update the University's address for legal notices.
- C. The parties have continued to perform under the same terms and conditions of the Agreement since September 30, 2024 up through and including the execution of this Amendment No. One.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

#### 1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on September 30, 2029, unless terminated earlier as set forth herein."

#### 2. INSURANCE REQUIREMENTS

Exhibit B to the Agreement shall be replaced in its entirety by the Insurance Requirements, attached hereto as Exhibit B and incorporated herein by reference.

#### 3. HOLD HARMLESS

Section 8.1 of the Agreement is hereby deleted and replaced with the following:

"CITY shall defend, indemnify and hold UNIVERSITY, its officers, employees, agents and trainees harmless from and against any and all liability, loss, expense

**IN WITNESS WHEREOF**, the parties have caused this Amendment No. One to be executed on the dates written below.

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**

Date: 4/16/2025

By:   
Aaron C. Harp  
City Attorney

4.16.25  
AF

**ATTEST:**

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

By: \_\_\_\_\_  
Leilani I. Brown  
City Clerk

**CITY OF NEWPORT BEACH,**  
a California municipal corporation

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

By: \_\_\_\_\_  
Joe Stapleton  
Mayor

**UNIVERSITY: THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA, ON  
BEHALF OF THE UNIVERSITY OF  
CALIFORNIA, UCLA CENTER FOR  
PREHOSPITAL CARE PARAMEDIC  
EDUCATION PROGRAM**

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

By: \_\_\_\_\_  
Steven M. Dubinett, MD  
Dean, David Geffen School of Medicine


**[END OF SIGNATURES]**

**Attachments:**      Exhibit B — Insurance Requirements

**IN WITNESS WHEREOF**, the parties have caused this Amendment No. One to be executed on the dates written below.

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**

Date: 4/16/2025

By:   
Aaron C. Harp  
City Attorney

4.16.25  
AF

**ATTEST:**

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

By: \_\_\_\_\_  
Leilani I. Brown  
City Clerk

**CITY OF NEWPORT BEACH,**  
a California municipal corporation

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

By: \_\_\_\_\_  
Joe Stapleton  
Mayor

**UNIVERSITY: THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA, ON  
BEHALF OF THE UNIVERSITY OF  
CALIFORNIA, UCLA CENTER FOR  
PREHOSPITAL CARE PARAMEDIC  
EDUCATION PROGRAM**

Date: 5/12/25

By:   
Steven M. Dubinett, MD  
Dean, David Geffen School of Medicine

**[END OF SIGNATURES]**

**Attachments:** Exhibit B — Insurance Requirements



## **EXHIBIT B**

### **INSURANCE REQUIREMENTS -SERVICES**

1. Provision of Coverage. Without limiting University's indemnification of City, and prior to commencement of Work, University shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance, or a program of self-insurance, of the type and amounts described below and in a form satisfactory to City. University agrees to provide coverage in accordance with requirements set forth here. If University uses existing coverage to comply and that coverage does not meet these requirements, University agrees to amend, supplement or endorse the existing coverage.
2. The Self-Insurance Program. The University is a California Constitutional Corporation that insures its activities through a formal program of self-insurance and excess insurance.
3. Coverage Requirements.
  - A. Workers' Compensation Coverage. University shall maintain Workers' Compensation coverage, statutory limits, and Employer's Liability Coverage with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California.
  - B. General Liability Coverage. General Liability Self-Insurance Program with a limit of one million dollars (\$1,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). University will also maintain Commercial Form General Liability Insurance (contractual liability included) with a limit of one million dollars (\$1,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). The policy shall cover liability arising from bodily injury, property damage, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Sexual abuse/molestation coverage shall be included under Commercial General Liability or obtained in a separate policy with a limit no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
  - C. Automobile Liability Coverage. University shall maintain automobile coverage covering bodily injury and property damage for all activities of University arising out of or in connection with activities to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than two million dollars (\$2,000,000) combined single limit each accident.
  - D. Professional Liability (Errors & Omissions) Coverage. University shall maintain professional liability coverage that covers the Work to be

performed in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and University agrees to maintain continuous coverage through a period no less than three years after completion of the Work required by this Agreement.

- E. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be “following form” of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess/umbrella liability policies are exhausted.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement, with the exception of Worker’s Compensation, shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers employees and any person or entity owning or otherwise in legal control of the property upon which University performs the Project and/or Services contemplated by this Agreement or shall specifically allow University or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. University hereby waives its own right of recovery against City, and shall require similar written express waivers from its participating Trainees.
  - B. Additional Insured Status. All liability policies including general liability, excess/umbrella liability, pollution liability, and automobile liability, if required, but not including professional liability, workers’ compensation or employment practices liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers, employees and any person or entity owning or otherwise in legal control of the property upon which University performs the Project and/or Services contemplated by this Agreement shall be included as insureds under such policies.
  - C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.



- D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. University shall provide certificates of self-insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving University sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to University, City and University may renegotiate University's compensation.
- C. Enforcement of Agreement Provisions. University acknowledges and agrees that any actual or alleged failure on the part of City to inform University of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- D. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the University maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the University. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- E. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. Self-insurance will not be considered to comply with these requirements unless approved by City.

- F. City Remedies for Non-Compliance. If University or any subconsultant fails to provide and maintain coverage as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend University's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to University or reimbursed by University upon demand. University represents that it carries all necessary insurance or self-insurance policies required. City will advise University of any concerns with non-compliance prior to purchasing additional insurance.
- G. Timely Notice of Claims. University shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from University's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- H. University's Insurance. University shall also procure and maintain, at its own cost and expense, any additional kinds of insurance or self-insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.