

31427

THIRD AMENDMENT TO  
AFFILIATION AGREEMENT BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND  
THE CITY OF LONG BEACH

THIS THIRD AMENDMENT is made and entered into by and between The Regents of the University of California, on behalf of the University of California, UCLA Center for Prehospital Care (“UCLA”) and the City of Long Beach on behalf of its Fire Department (“AFFILIATE”) with reference to the following:

- A. The parties previously entered into an Affiliation Agreement (“Agreement”) effective December 1, 2009 which allows UCLA to place student interns with the Affiliate to obtain clinical experience as described in the Agreement.
- B. The parties previously entered into a First Amendment to the Agreement, dated May 4, 2015, to extend the term of the Agreement through November 30, 2019 and the duly authorized representatives of the parties later ratified that First Amendment via a Second Amendment to the Agreement entered into effective 6-29-2022.
- C. The parties desire to modify the Agreement to extend the term of the Agreement for an additional five (5) years and to amend the terms of the Agreement identified below.

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


1. Article IV of the Agreement is amended to extend the term of the Agreement for an additional five (5) years, from December 1, 2019 through November 30, 2024.
2. Article VII.B. of the Agreement is amended to the following:

In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code, PROGRAM, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, PROGRAM indemnifies and holds harmless AFFILIATE for any loss, cost, or expense that may be imposed upon AFFILIATE solely by virtue of said Section 895.2. PROGRAM also agree to indemnify, defend, and hold harmless AFFILIATE against any and all liability, expense, and claims in proportion to and to the extent caused by or arising from PROGRAM’s acts and omissions. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. The provisions of the Section shall survive the expiration or termination of this Agreement.

3. All other terms and conditions of the Agreement shall remain unchanged, and except as expressly modified by this Amendment, the Agreement shall remain in full force and effect.
4. This Amendment may be executed by the parties in any number of separate counterparts, taken together which shall constitute one and the same instrument.
5. The undersigned individuals represent that they are fully authorized to execute this Third Amendment on behalf of UCLA and Affiliate, respectively.

IN WITNESS WHEREOF, the parties have executed this Third Amendment effective as of 6-29-2022.

By: The REGENTS OF THE UNIVERSITY  
OF CALIFORNIA, on behalf of the UCLA  
Center for Prehospital Care  
("UCLA")

Signature: 

Name: Steven M. Dubinett  
Title: Interim Dean, David Geffen School  
of Medicine at UCLA

Date: 6/7/22

By: CITY OF LONG BEACH on behalf of  
its Fire Department  
("AFFILIATE")

Signature: 

Name: LINDA F. TATUM


Title: ASST. CITY MANAGER

Date: 6-29-2022

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

APPROVED AS TO FORM

JUNE 23, 2022  
CHARLES PARKIN, City Attorney

By   
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY