

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (“Amendment”) is made and entered into by and between The Regents of the University of California, on behalf of the UCLA Center for Prehospital Care (“UCLA”) and the City of Manhattan Beach, a California municipal corporation (“City”), on behalf of the Manhattan Beach Fire Department (“Department”) with reference to the following:

- A. On July 1, 2018, the parties previously entered into an Amended and Restated Agreement for Emergency Medical Technician Continuing Education and Quality Improvement Services (“Agreement”) under which UCLA is to provide continuing education programs and quality improvement services as described in the Agreement.
- B. The parties desire to extend the term of the Agreement and provide for certain other changes by this Amendment.

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

1. Section 4.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The term of this Agreement shall commence on July 1, 2018 and be in effect through June 30, 2026. This Agreement shall automatically renew for two additional one-year terms unless terminated earlier as set forth in this Agreement.”

2. Section 6.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“6.1 **Compensation for Services.** Department agrees to compensate UCLA for the services provided by the Educator(s) under this Agreement. Department agrees to pay UCLA \$35,302.64 per year for the services covered under this Agreement. UCLA shall bill the Department \$2,941.89 monthly. Following the first year of the initial term of the Agreement, on the anniversary of the Effective Date each year that this Agreement is in effect, UCLA may increase the cost of services by no more than 3% per year to cover increases in the cost of services. Department shall pay the amount due within thirty (30) days of receipt of the invoice from UCLA.”

3. The following shall be added as a new Section 6.3 in the Agreement, immediately following Section 6.2:

“6.3 **Additional Services.** The Educator may provide additional CE Program and administrative services beyond time or effort of the services described in Article 1 to meet the needs of Department at additional fees, as agreed to by the parties.”

4. The following shall be added as a new Section 6.4 in the Agreement, immediately following Section 6.3:

“6.4 **Compensation for Additional Services.** Department agrees to compensate UCLA for additional services referred to in Article 1 requested by the Fire Chief and approved by UCLA at an approved billable rate. Any changes to the approved rate will be shared with the Department annually.”

5. Under Exhibit A, Section C, the first sentence is removed and replaced with the following:


“The commercial general and automobile liability policies shall contain an endorsement naming the other party and their officers, employees, and agents as additional insureds.”

6. 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.

7. This Amendment may be executed by the parties in any number of separate counterparts, taken together which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of July 1, 2023.

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

By:  _____
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Constance Her

Director, Special Projects & Dean's Commitments

Date: 07-Apr-2023 | 09:41 PDT _____

By: THE CITY OF MANHATTAN BEACH, a California municipal corporation

By: _____
Name: Bruce Moe
Title: City Manager

ATTEST

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT

By: _____
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT

By: _____
Name: Michael Lang
Title: Fire Chief