

AMENDMENT NO. 1

TO AFFILIATION AGREEMENT

THIS AMENDMENT NO. 1 TO THE AFFILIATION AGREEMENT (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS, on behalf of the Occupational Therapy Program (OT) (“CSUDH”) is effective as of the 30th day of June, 2024.

RECITALS

A. City and CSUDH entered into that certain Agreement effective July 1, 2021 (“Affiliation Agreement”), related to the placement of CSUDH Occupational Therapy Program students for fieldwork experience at City facilities.

B. The Agreement provides that its term will expire on June 30, 2024, unless earlier terminated by either party pursuant to applicable provisions of the Agreement. The Agreement also provides that it may at any time be altered, changed or amended in writing by mutual agreement of the parties.

C. City and CSUDH now desire to amend the Agreement to extend the term by five (5) years, thereby extending the stated term expiration date from June 30, 2024 to June 30, 2029, subject to the parties’ rights to terminate the Agreement earlier pursuant to applicable provisions of the Agreement.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

A. The second introductory paragraph of the Agreement is amended as follows:

“The Agreement shall be effective July 1, 2021 to June 30, ~~2029~~ 2024 unless terminated by either party, after giving the other party sixty (60) days advance written notice and subject to Section III.C.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and CSUDH each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

CSUDH represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to CSUDH that, as of the date of this Amendment, CSUDH is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CSUDH:

By: _____
Name:
Title:

By: _____
Name:
Title: