



CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU") is made and entered into on the 07th day of JUNE 2022, by and between the Trustees of the California State University, an agency of the State of California, on behalf of the California State University, Dominguez Hills (hereinafter referred to as the "CSUDH"), and The City of Carson (hereinafter referred to as the "CC"). The CSUDH and the CC (collectively, "Parties" and/or individually, "Party"), wishing to establish relations between the two Parties, agree to cooperate with each other as follows:

1. The area of cooperation will be between the Occupational Therapy Department at California State University Dominguez Hills (CSUDH) and City of Carson (CC).
2. Cooperation may be carried out through activities such as, but not exclusive to, the following:
 - a. Joint collaboration between the faculty of CSUDH and the CC staff in the establishment and facilitation of fieldwork learning experiences for CSUDH students as part of an OT-CSUDH faculty fieldwork program.
 - b. Joint collaboration between clinical faculty of CSUDH and the CC staff in the implementation of services to the residents and community center participants of CC through occupational therapy interventions.
 - c. Joint collaboration between students and faculty of CSUDH and CC staff in the implementation of research projects that may promote and enhance evidence-based occupational therapy interventions for the participants in the CC programs.
3. **Term**

The MOU shall be effective June 1, 2022 to June 30, 2024 but may be terminated by the appropriate authorities of either Party by giving a three (3) months' notice to the other Party in writing, unless an earlier termination date is mutually agreed upon in writing.
4. **General Provisions**
 - a. **Indemnification**
 - i. Pursuant to Government Code section 895.4, CSUDH shall indemnify, defend and hold harmless CC and its elected and appointed officers, employees, and agents from and against all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with CSUDH acts and/or omissions arising from and/or relating to this MOU. Such indemnification shall not cover any claim due to the sole negligence or willful misconduct of CC.

- ii. Pursuant to Government Code section 895.4, CC shall indemnify, defend and hold harmless CSUDH and its elected and appointed officers, employees, and agents from and against all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with CC acts and/or omissions arising from and/or relating to this MOU. Such indemnification shall not cover any claim due to the sole negligence or willful misconduct of CSUDH.

- b. By signing this MOU, Parties certify they have current insurance policies and maintain the following types and amounts of coverage: Worker's compensation, employers' liability and comprehensive general liability (including automobile liability) - minimum of \$1,000,000 per occurrence; \$2,000,000 aggregate.

- c. CC and CSUDH will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.

- d. By signing this MOU, CSUDH and its employees and students agree to maintain confidential all communications, observations, and information made between, or about, community center participants or programs, including the names and specific addresses of residents and programs on site. Confidentiality will be maintained to the extent allowed by law. In addition, no photos shall be taken of any building or participants without permission from CC staff authorized to provide such permission.

- e. Prior to the initiation of each activity, the terms of cooperation for each specific activity implemented under this MOU shall be mutually discussed and agreed upon in writing by both Parties in a separate Implementing Agreement. Any such Implementing Agreements will form appendices to this Memorandum of Understanding. The Affiliation Agreement No. 8303-22, between CSUDH and CC, for the term July 1, 2021 to June 30, 2024, consisting of 4 pages, shall be incorporated herein and made a part of this MOU.

- f. Each Party shall designate a liaison officer to develop and coordinate the specific activities agreed upon.

- g. Financial and/or funding considerations, shall become the subject of specific discussion and agreement within the framework of a separate Implementing Agreement negotiated at a departmental or program level and approved by the appropriate Party authorities as well as appropriate CC authorities.

- h. Notices
On behalf of CC, such written notice shall be provided to:

Michael Whittiker, Director of Community Services, 701 E. Carson Street, Carson, CA 90745,
effective upon personal delivery or within five (5) days of postmarked date if delivery by U.S.
mail.

Notices

On behalf of CSUDH, such written notice shall be provided to:

Maria Hernandez, Director, Procurement and Contracts, WH A-485, California State University Dominguez Hills, 1000 E. Victoria St. Carson, CA 90747, effective upon personal delivery or within five (5) days of postmarked date if delivery by U.S. mail.

- i. The MOU may be amended or extended by mutual written consent of the two Parties.
- j. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, CSUDH and CC will not discriminate on the basis of race, color, sex, religion, national origin, age, disability, veteran status, sexual orientation or gender identity in their administration of policies, programs, or activities; admission policies; other programs or employment.
- k. CC is, for all purposes, an independent contractor and shall not be deemed an employee of the CSUDH. CC and its employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of CSUDH or the State of California. While CC may be required by this Agreement to carry Worker's Compensation Insurance, in no event shall CC and its employees be entitled to unemployment or workers' compensation benefits from CSUDH.
- l. Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- m. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- n. In the event any portion of this Agreement is declared invalid or void by a court of competent jurisdiction, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the Agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.
- o. Nothing contained in this Agreement shall be construed as conferring on any Party hereto any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Parties. Furthermore, nothing in the Agreement shall be construed as endorsement of any commercial product or service by CSUDH its officers or employees.
- p. The MOU as outlined in this document is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of those Parties involved, and to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of either Party, nor may any constraints be imposed by either upon the other.

- q. Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

In witness whereof, the Parties hereto have offered their signatures:

CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS

BY *Vera Ale Paniani*

Name *Vera Ale Paniani*

Title *Manager*

Dated *6/23/22*

THE CITY OF CARSON

BY *Lula Davis Holmes*

Name Lula Davis-Holmes

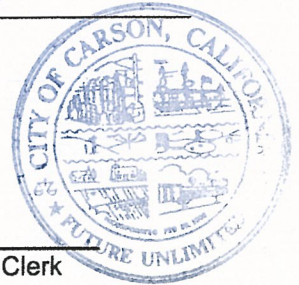
Title Mayor

Dated *7/20/22*

ATTEST:

K. Bradshaw

Dr. Khaleah K. Bradshaw, City Clerk



APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani

Sunny K. Soltani, City Attorney
[ndp]

- q. Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

In witness whereof, the Parties hereto have offered their signatures:

CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

BY *Vera Ale Panvani*

Name *Vera Ale Panvani*

Title *Manager*

Dated *6/23/21*

THE CITY OF CARSON

BY _____

Name *Lula Davis-Holmes*

Title *Mayor*

Dated _____

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[ndp]

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
6/24/2022

PRODUCER

Alliant Insurance Services Inc.
560 Mission Street, 6th Floor
San Francisco CA 94105

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

NAMED COVERED PARTY

CSU, Dominguez Hills
1000 East Victoria Street
Carson CA 90747

PROGRAM AFFORDING COVERAGE

A: CSURMA

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CSURMA-LIAB-2223	7/1/2022	7/1/2023	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$ Excluded
	<input checked="" type="checkbox"/> Contractual Liab				PERSONAL & ADV INJURY	\$ 2,000,000
	<input checked="" type="checkbox"/> SIR \$250,000				GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$ 4,000,000
	<input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				Sexual Abuse	\$2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	CSURMA-WC-2223	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.

Evidence of coverage as respects the Agreement for Occupational Therapy Program use the clinical Facility for fieldwork experience. Term of Agreement: July 1, 2021 - June 30, 2024.

CERTIFICATE HOLDER

The City of Carson
Attn: Lula Davis-Holmes
701 E. Carson St.
Carson CA 90745

*Approved
RG
7-6-22*

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

David J. Howell



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 560 Mission Street, 6th Floor San Francisco CA 94105	CONTACT NAME: Van Rin PHONE (A/C, No. Ext): 415-403-1400 E-MAIL ADDRESS: vrin@alliant.com	FAX (A/C, No): 415-874-4810	
	INSURER(S) AFFORDING COVERAGE INSURER A : Lloyds of London		NAIC # 15792
INSURED The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach, CA 90802 CSU Dominguez Hills	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 1854557512** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			B1820WLS22A036	7/1/2022	7/1/2023	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 25,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
							Sexual Abuse/Molest.	\$ \$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Student Professional Liability Insurance Program (SPLIP)			B1820WLS22A036	7/1/2022	7/1/2023	\$2,000,000 \$4,000,000	Each Claim Policy Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses. Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured. Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

Re: Agreement for Occupational Therapy Program use the clinical Facility for fieldwork experience. Term of Agreement: July 1, 2021 - June 30, 2024.

CERTIFICATE HOLDER **CANCELLATION**

The City of Carson Attn: Lula Davis-Holmes 701 E. Carson St. Carson CA 90745 <i>Approved RG</i> 7-6-22	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>David J. Howell</i>
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