

## AMENDMENT NO. 1

### TO MEMORANDUM OF UNDERSTANDING

**THIS AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING** (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and the Trustees of the California State University, an agency of the State of California, on behalf of the California State University, Dominguez Hills (“CSUDH”) is effective as of the 30th day of June, 2024. City and CSUDH are each sometimes referred to individually herein as a “Party”).

### RECITALS

A. City and CSUDH entered into that certain non-binding Memorandum of Understanding dated June 8, 2022 (“MOU”), providing for cooperation in the area of Occupational Therapy between the City and the Occupational Therapy Department at CSUDH.

B. Pursuant to Section 3 of the MOU, the term of the MOU commenced June 1, 2022 and was to expire on June 30, 2024. Pursuant to Section 4(i) of the MOU, the MOU may be amended or extended by mutual written consent of the two Parties.

C. City and CSUDH now desire to amend the MOU to extend its term by five (5) years (subject to the parties’ termination rights under applicable provisions of the MOU) to provide for continued cooperation in the area of Occupational Therapy between the City and the Occupational Therapy Department at CSUDH.

D. Additionally, the MOU references and incorporates Affiliation Agreement No. 8303-22 between City and CSUDH, which was also originally slated to expire June 30, 2024, and which is also being amended (via a separate Amendment No. 1 to the Affiliation Agreement) to extend its term by five (5) years concurrent with the extension of the MOU. Accordingly, City and CSUDH also desire to amend the MOU to reflect the extended expiration date of the Affiliation Agreement where referenced in the MOU.

### TERMS

1. **Contract Changes.** The MOU is amended as provided herein (added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough font~~).

A. Section 3 (“Term”) of the MOU is amended to read in its entirety as follows:

“The MOU shall be effective June 1, 2022 to June 30, ***2029*** ~~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 to in writing.”

B. Subsection (e) of Section 4 (General Provisions) of the MOU is amended to read in its entirety as follows:

“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, ~~2029~~ 2024, consisting of 4 pages, shall be incorporated herein and made a part of this MOU.

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

3. **Affirmation of MOU.** City and CSUDH each ratify and reaffirm each and every one of the respective rights and obligations arising under the MOU. Each Party represents and warrants to the other that there have been no written or oral modifications to the MOU other than as provided herein. Each Party represents and warrants to the other that the MOU is currently an effective, valid, and binding obligation, except as otherwise provided in the MOU.

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

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties 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:**

CALIFORNIA STATE UNIVERSITY,  
DOMINGUEZ HILLS

By:\_\_\_\_\_

Name:

Title:

By:\_\_\_\_\_

Name:

Title: