

**MEMORANDUM OF UNDERSTANDING  
FOR COOPERATION BETWEEN  
CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS,  
COLLEGE OF HEALTH, HUMAN SERVICES AND NURSING  
AND  
THE JOSEPH B. JR. AND MARY ANNE O'NEAL STROKE CENTER**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the Joseph B. Jr. and Mary Anne O'Neal Stroke Center ("Carson Stroke Center"), a program of the City of Carson ("City"), and the California State University, Dominguez Hills, College of Health, Human Services and Nursing ("CSUDH"). The Carson Stroke Center and CSUDH may be herein referred to, individually or collectively, as "Party," or "Parties".

**RECITALS**

**WHEREAS**, students and faculty of CSUDH, as part of their various programs, desire to conduct research projects and/or studies that relate to and involve stroke survivors ("research studies");

**WHEREAS**, such students and faculty may seek to recruit volunteer subjects for their research studies from the client base of the Carson Stroke Center;

**WHEREAS**, such students and faculty may seek to use Carson Stroke Center facilities to conduct certain research studies or portions thereof;

**WHEREAS**, the Carson Stroke Center desires to establish collaborative relations with institutions such as CSUDH in furtherance of its mission to serve the needs of people living with the effects of stroke and to provide support for their families;

**WHEREAS**, the Carson Stroke Center and CSUDH, desire to establish relations between the Parties in order to provide for collaboration between students and faculty of CSUDH and the City and clients of the Carson Stroke Center in the performance of research studies that promote and enhance evidence-based therapy interventions for Carson Stroke Center clients and stroke survivors in general;

**WHEREAS**, the City has determined it is in the public interest to enter into this MOU with CSUDH in order to facilitate the purposes discussed herein and to set forth the basic understanding of the parties with respect to thereto;

**NOW, THEREFORE**, in consideration of performance by the parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows::

1. **RECITALS.** The Recitals set forth above are incorporated herein by this reference.
2. **EFFECTIVE DATE.** This MOU shall become effective upon execution by City after City Council's approval ("**Effective Date**").

3. **TERM.** This MOU shall be in effect from the Effective Date and shall remain valid for three (3) years, but not exceeding January 31, 2023 (“**Term**”), and may be extended for one (1) additional term of up to one (1) year. This MOU may be terminated by the appropriate authorities of either Party by the giving of ninety (90) days written notice to the other Party, or by mutual agreement of the Parties in writing.

4. **INDEMNIFICATION.**

- a. Pursuant to Government Code section 895.4, CSUDH and California State University Dominguez Hills, Carson, CA, USA shall indemnify, defend and hold harmless the Carson Stroke Center and the City, 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 and California State University Dominguez Hills, Carson, CA, USA 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 the Carson Stroke Center and the City.
- b. Pursuant to Government Code section 895.4, the City shall indemnify, defend and hold harmless CSUDH and California State University Dominguez Hills, Carson, CA, USA 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 Carson Stoke Center and City 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 and California State University Dominguez Hills, Carson, CA, USA.

5. **INSURANCE.** By signing this MOU, all Parties certify they have current insurance policies and maintain the following types and amounts of coverage, or are permissively self-insured: Worker's compensation, including employers' liability with a limit of \$1,000,000; comprehensive general liability with a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate limits; automobile liability with a minimum of \$1,000,000 combined single limit; and professional liability coverage with a minimum of \$1,000,000 limit.

6. **IMPLEMENTING AGREEMENTS.** Prior to the initiation of any research study or other related 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 MOU and are incorporated herein by this reference.

Additional considerations including but not limited to additional insurance, coordination of work, financial, funding, Party obligations and/or personnel, 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 CSUDH authorities as well as appropriate City authorities.

7. **NOTICES.** Any notice which either Party may desire to give to the other Party must be in writing and may be given by personal delivery or national overnight delivery service which will be deemed received the following day or by mailing the same by registered or certified mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the Party to whom the notice is directed as set forth below, or such other address and to such other persons as the Parties may hereafter designate:

City:	City of Carson 701 E Carson Street Carson, CA 90745 Attn: City Manager
With a copy to:	Carson Stroke Center 3 Civic Plaza Drive Carson, CA 90745 Attn: Dani Cook, Stroke Center Coordinator
CSUDH:	California State University, Dominguez Hills Procurement and Contracts 1000 E. Victoria Street Welch Hall WH B485 Carson, CA 90747 Attn: Maria Hernandez, Manager

8. **AUTHORITY TO ENTER MOU.** Each individual executing this MOU on behalf of City and CSUDH represents, warrants and covenants to the other that such person is duly authorized to execute and deliver this MOU on behalf of the Parties in accordance with authority granted under the organizational documents of such entity.

9. **FURTHER COOPERATION.** The Parties shall fully cooperate with each another, and may take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to accomplish the purposes of this MOU.

10. **AMENDMENTS.** This MOU may be amended or extended by mutual written consent of the Parties.

11. **EFFECT OF MOU.** This MOU as outlined in this document is not intended to be a legally binding document. It is meant to describe the nature and cooperative intentions of the Parties involved, and to provide guidelines for cooperation. Nothing in this MOU shall diminish the full autonomy of either Party, nor may any constraints be imposed by either upon the other.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties to this MEMORANDUM OF UNDERSTANDING have offered their signatures:

**CITY OF CARSON**, a California municipal corporation: CARSON STROKE CENTER

**CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS: COLLEGE OF HEALTH, HUMAN SERVICES AND NURSING**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 701 East Carson Street

City, State, Zip: Carson, CA 90745

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

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

Claudia G. Peyton

Dean of College of Health, Human Services and Nursing

1000 E. Victoria Street

Welch Hall WH A-310

Carson, CA 90747

Date: \_\_\_\_\_

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

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

Maria E. Hernandez

Manager, Procurement and Contracts

1000 E. Victoria St.,

Welch Hall WH B485

Carson, CA 90747

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

Sunny K. Soltani, City Attorney [LTF]