

**Memorandum of Understanding  
Between  
The Trustees of the California State University on Behalf of  
Humboldt State University  
and  
City of Arcata**

This Memorandum of Understanding (MOU) dated January 1, 2021 sets forth the terms between The Trustees of the California State University on Behalf of Humboldt State University (HSU) and City of Arcata (City) to establish a Memorandum of Understanding for collaboration and partnership between both entities.

The purpose of this MOU is to establish a formal partnership between Humboldt State University and City for the purposes of collaborating and partnership on providing a welcoming, safe and racially equitable community for students, faculty and staff of color through Equity Arcata. Equity Arcata will focus on existing working groups (Appendix A) to ensure it is effective but will also assess opportunity for new areas of focus. It is understood that both organizations will provide representatives comprised of students, faculty, staff, community leaders and city officials to engage and lead in collective work of eliminating racial disparities for all people of color.

This MOU is strictly for internal management use of each of the parties, and shall not be construed to provide a right or cause of action or by any person or entity, and in no way restricts either of the parties from participating in any activity with other public or private agencies, organizations or individuals.

HSU will provide monetary resources to support network management leadership, supplies and programming. HSU and the City will agree annually on a budget for the network manager, supplies and programming.

The parties to this MOU will review the program one year prior to the expiration to ascertain whether the Memorandum of Understanding will be renewed or if revisions are necessary.

## **Terms and Conditions**

### **Term**

This MOU shall be effective for three (3) years from the date of the last party signing, unless sooner terminated as provided herein.

### **Termination**

This MOU can be terminated by either party at any time, with or without cause, by providing seven (7) days advance written notice of its intent to terminate this MOU to the other party.

**Amendment**

This MOU may be amended by either party at any time upon the mutual written consent of both parties. No alteration of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

**Notice**

All notices, requests, demands, amendments, modifications, bills, or payments under this Memorandum of Understanding shall be in writing and shall be deemed property given and complete when provided either by email communication or upon three (3) calendar days after mailing U.S. first class mail, postage prepaid, to the following email and/or mailing addresses, or to any other updated email or mailing address which may have been provided in writing from one party to the other:

Notice to HSU: Humboldt State University  
Department of Contracts & Procurement  
1 Harpst Street  
Arcata, CA 95521  
[procure@humboldt.edu](mailto:procure@humboldt.edu)

Notice to  
City of Arcata: City of Arcata  
736 F Street  
Arcata, CA 95521  
[citymgr@cityofarcata.org](mailto:citymgr@cityofarcata.org)

**Consideration**

Exchange of value will depend on the type of partnership. Future terms of exchange will be mutually agreed upon by both parties. This value will be outlined in a new agreement or as an addendum to this MOU.

**Non-discrimination**

Each party shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40), or denial of family-care leave, medical-care leave, or pregnancy-disability leave. Each party shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

**Mutual Indemnification**

Each party (individually herein as “Indemnifying Party”) shall indemnify, defend, and hold harmless to the full extent permitted by law, the other party, its governing body, officers, agents, employees, and volunteers (collectively, “Indemnified Party”) from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Indemnifying Party’s performance or failure to comply with any of its obligations under this Memorandum of Understanding, except such Liability caused by or

arising from the sole negligence or willful misconduct of the Indemnified Party.

**Authorization**

Each individual executing this Memorandum of Understanding, or its counterpart, on behalf of the respective party, warrants that he/she is duly authorized to do so and that this Memorandum of Understanding constitutes the legally binding obligation of the entity which he/she represents.

Tom Jackson Jr. Jan 13, 2021  
Tom Jackson Jr. (Jan 13, 2021 09:52 PST) Date: \_\_\_\_\_  
Tom Jackson, Jr.  
President, Humboldt State University

Karen T. Diemer Dec 17, 2020  
Karen T. Diemer (Dec 17, 2020 10:14 PST) Date: \_\_\_\_\_  
Karen Diemer  
City Manager, City of Arcata

**Appendix A**

- Bias Reporting
- Communications
- Home Away from Home
- Housing
- Just Arts
- Ongoing Learning
- Police & Student Safety
- Welcoming Businesses