

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA STATE UNIVERSITY, SACRAMENTO
AND
RENAISSANCE SOCIETY**

This Memorandum of Understanding (MOU) is entered into between California State University, Sacramento, and hereinafter called Sacramento State, on behalf of the College of Social Sciences and Interdisciplinary Studies (SSIS), University Transportation and Parking Services Department hereinafter called (UTAPS) and the Renaissance Society hereinafter referred to as (RS).

WITNESSETH:

WHEREAS, Sacramento State is entering into this MOU with the RS for the purpose of providing RS facilities to house RS business and learning activities, provide seminar and lecture space and provide parking services.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

I. Term and Termination

The term of this MOU shall commence on July 1, 2021 or as of the date of final execution whichever is later and shall continue until June 30, 2026. This MOU may be terminated at any time by the written notification of either party upon 60 days' advance notice.

II. Scope of Services

A. Facilities to House Seminar and Lecture Space

Sacramento State designates the Dean of the College of Social Sciences and Interdisciplinary Studies (SSIS) as its liaison to RS. SSIS shall serve as the advocate of RS on campus, especially regarding procurement of classroom space for seminars, lectures and meetings. SSIS will also serve as liaison between RS and other units of Sacramento State.

RS shall schedule its learning activities primarily on Fridays.

RS shall prepare its seminar and lecture schedules in a timely fashion and shall submit space reservation requests to the Sacramento State Office of Space Management at least 60 days prior to requested date of use. Use of space is not granted until a space use agreement has been executed by both parties. The space for use by RS shall be made available in accordance with existing space allocation policies and procedures established by the University. Sacramento State programs shall have first priority when scheduling space.

RS or SSIS staff shall work directly with the Office of Space Management to facilitate scheduling of classroom space; all parties agree that SSIS is under no obligation to provide such space in its own name or in the name of Sacramento State.

As a campus affiliated group, RS shall not be assessed space rental fees. However, direct service charges (e.g., custodial services, HVAC, etc.) may be assessed by the individual campus service department and are generally negotiable on an event by event basis in accordance with the terms and conditions for use of campus space found at <http://www.csus.edu/compliance/space-management.html>.

SSIS recognizes the independent status of RS and asserts no claim of ownership of or proprietary interest in its activities.

RS agrees to inform the Dean of SSIS of its activities, including those planned for off-campus sites, in a timely and reasonably detailed fashion. The Dean in turn agrees to attend RS Board meetings reasonably routinely and to designate a staff or faculty member as the official liaison between the College and RS.

B. Parking Services

UTAPS Responsibilities:

Provide virtual parking permits, valid July 1 through June 30, Friday and Saturday, valid in faculty/staff and student parking spaces.

All parking permit sale transactions of cash, check and credit card will be conducted in the UTAPS office by UTAPS employees or through the UTAPS website

Record all parking permit sales transactions in the parking management system, including to whom the permit was sold and the two vehicles linked to the permit

Charge an annual parking fee of \$40.00 with an annual 2% increase for permits purchased during the term of this MOU.

Renaissance Society will:

Provide UTAPS with a list of all eligible Renaissance Society members or an "authorization to purchase permit" form with email address for online access

Provide Renaissance Society members a form to mail in their virtual permit purchase.

Market the parking permit purchase opportunity to Renaissance Society members. Members who desire a parking permit will pay the annual parking fee as stated in Section II B.

III. General Provisions

a. Indemnification

RS shall defend, indemnify, and hold Sacramento State, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this

MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of RS, its officers, employees or agents.

b. Insurance

RS Agrees to purchase General Liability (GL) insurance to cover those members attending social events. RS shall furnish the University with evidence of GL insurance.

c. Applicable Law

This MOU shall be construed in accordance with and governed by the laws of the State of California.

d. Nondiscrimination

During the performance of this MOU, the Parties shall not deny the benefits of the MOU to any person or discriminate against any employee, applicant for employment, or recipient of services on the basis of the actual or perceived race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, gender, gender identity, gender expression, sexual orientation, age (over 40), genetic information, military and veteran status, medical condition (including HIV and AIDS), physical or mental disability, and denial of family care leave. The Parties shall ensure that the evaluation and treatment of their employees, applicants for employment, and recipients of services are free from such discrimination and harassment.

e. Amendments

This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by both parties.

f. Assignment

Neither party shall voluntarily or by operation of law, assign or otherwise transfer this MOU without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

g. Captions

Captions and headings in this MOU are solely for the convenience of the parties, are not a part of this MOU, and shall not be used to interpret or determine the validity of this MOU or any of its provisions

h. Counterparts

This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this MOU by electronic mail in "portable document format" (".PDF")

form or by other similar electronic means shall constitute effective execution and delivery of this MOU and shall have the same effect as copies executed and delivered with original signatures.

i. Independent Status

It is understood and agreed that the parties are independent contractors and that no relationship of employer-employee exists between the parties hereto.

j. Force Majeure

The parties shall not be considered in default should failure to perform be the result of any circumstances beyond their reasonable control, not occasioned by fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal governments or any department or agency thereof, civil or military, acts of God, fires, floods, strikes, lockouts, embargoes, acts or threats of terrorism, or wars. Upon the happening of any circumstances or causes aforesaid, non-performing party shall notify the other party without delay.

k. Entire Agreement


This MOU sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof.

IV. Execution

By signing below, each of the following represent that they have authority to execute this MOU and to bind the party on whose behalf their signature is made.

Renaissance Society

California State University, Sacramento

By: 

Ken Cross, President

By: _____
Suzanne Swartz, Contract Management
Specialist

Date: 6/16/2021

Date: _____